

**AGREEMENT FOR LIMITATION ON APPRAISED VALUE
OF PROPERTY FOR SCHOOL DISTRICT
MAINTENANCE AND OPERATIONS TAXES**

by and between

EDEN CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

and

RES CACTUS FLATS WIND ENERGY, LLC

(Texas Taxpayer ID #32058765176)

Comptroller Application #1136

Dated

November 28, 2016

**AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR
SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES**

STATE OF TEXAS §

COUNTY OF CONCHO §

THIS AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES, hereinafter referred to as this "Agreement," is executed and delivered by and between the **EDEN CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the "District," a lawfully created independent school district within the State of Texas operating under and subject to the TEXAS EDUCATION CODE, and **RES CACTUS FLATS WIND ENERGY, LLC**, Texas Taxpayer Identification Number 32058765176 hereinafter referred to as the "Applicant." The Applicant and the District are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, on April 21, 2016, the Superintendent of Schools of the Eden Consolidated Independent School District, acting as agent of the Board of Trustees of the District, received from the Applicant an Application for Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the TEXAS TAX CODE;

WHEREAS, on April 21, 2016, the Board of Trustees has acknowledged receipt of the Application, and along with the requisite application fee as established pursuant to Section 313.025(a) of the TEXAS TAX CODE and Local District Policy CCG (LOCAL), and agreed to consider the Application;

WHEREAS, the Application was delivered to the Texas Comptroller's Office for review pursuant to Section 313.025 of the TEXAS TAX CODE;

WHEREAS, the District and the Texas Comptroller's Office have determined that the Application is complete and June 3, 2016 is the Application Review Start Date as that term is defined by 34 TEXAS ADMIN. CODE Section 9.1051;

WHEREAS, pursuant to 34 TEXAS ADMIN. CODE Section 9.1054, the Application was delivered to the Concho County Appraisal District established in Concho County, Texas (the "Concho County Appraisal District"), pursuant to Section 6.01 of the TEXAS TAX CODE;

WHEREAS, the Texas Comptroller's Office reviewed the Application pursuant to Section 313.025 of the TEXAS TAX CODE, conducted an economic impact evaluation pursuant to Section 313.026 of the TEXAS TAX CODE, and on August 9, 2016, issued a certificate for limitation on

appraised value of the property described in the Application and provided the certificate to the District;

WHEREAS, the District's Board of Trustees, by resolution dated October 24, 2016, extended the statutory deadline by which the District must consider the Application until December 31, 2016, and the Comptroller was provided notice of such extension as set out under 34 TEXAS ADMIN. CODE Section 9.1054(d);

WHEREAS, the Board of Trustees has reviewed and carefully considered the economic impact evaluation and certificate for limitation on appraised value submitted by the Texas Comptroller's Office pursuant to Section 313.025 of the TEXAS TAX CODE;

WHEREAS, on November 28, 2016, the Board of Trustees conducted a public hearing on the Application at which it solicited input into its deliberations on the Application from all interested parties within the District;

WHEREAS, on November 28, 2016, the Board of Trustees made factual findings pursuant to Section 313.025(f) of the TEXAS TAX CODE, including, but not limited to findings that: (i) the information in the Application is true and correct; (ii) the Applicant is eligible for the limitation on appraised value of the Applicant's Qualified Property; (iii) the project proposed by the Applicant is reasonably likely to generate tax revenue in an amount sufficient to offset the District's maintenance and operations ad valorem tax revenue lost as a result of the Agreement before the 25th anniversary of the beginning of the limitation period; (iv) the limitation on appraised value is a determining factor in the Applicant's decision to invest capital and construct the project in this State; and (v) this Agreement is in the best interest of the District and the State of Texas;

WHEREAS, on November 28, 2016, pursuant to the provisions of 313.025(f-1) of the TEXAS TAX CODE, the Board of Trustees waived the job creation requirement set forth in Section 313.021(3) the TEXAS TAX CODE;

WHEREAS, on November 7, 2016, the Texas Comptroller's Office approved the form of this Agreement for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes;

WHEREAS, on November 28, 2016, the Board of Trustees approved the form of this Agreement for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes, and authorized the Board President and Secretary or, in the event the Board President and Secretary are unavailable or have disclosed a conflict of interest, the Board of Trustees has authorized Ricky Thomas to execute and deliver such Agreement to the Applicant; and

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein contained, the Parties agree as follows:

ARTICLE I **DEFINITIONS**

Section 1.1 DEFINITIONS. Wherever used in this Agreement, the following terms shall have the following meanings, unless the context in which used clearly indicates another meaning. Words or terms defined in 34 TEXAS ADMIN. CODE Section 9.1051 and not defined in this Agreement shall have the meanings provided by 34 TEXAS ADMIN. CODE Section 9.1051.

“Act” means the Texas Economic Development Act set forth in Chapter 313 of the TEXAS TAX CODE, including any statutory amendments that are applicable to Applicant.

“Agreement” means this Agreement, as the same may be modified, amended, restated, amended and restated, or supplemented as approved pursuant to Sections 10.2 and 10.3.

“Applicant” means **RES CACTUS FLATS WIND ENERGY, LLC**, (Texas Taxpayer ID # 32058765176), the entity listed in the Preamble of this Agreement and that is listed as the Applicant on the Application as of the Application Approval Date. The term “Applicant” shall also include the Applicant’s assigns and successors-in-interest as approved according to Sections 10.2 and 10.3 of this Agreement.

“Applicant’s Qualified Investment” means the Qualified Investment of the Applicant during the Qualifying Time Period and as more fully described in **EXHIBIT 3** of this Agreement.

“Applicant’s Qualified Property” means the Qualified Property of the Applicant to which the value limitation identified in the Agreement will apply and as more fully described in **EXHIBIT 4** of this Agreement.

“Application” means the Application for Appraised Value Limitation on Qualified Property (Chapter 313, Subchapter B or C of the TEXAS TAX CODE) filed with the District by the Applicant on April 21, 2016. The term includes all forms required by the Comptroller, the schedules attached thereto, and all other documentation submitted by the Applicant for the purpose of obtaining an Agreement with the District. The term also includes all amendments and supplements thereto submitted by the Applicant.

“Application Approval Date” means the date that the Application is approved by the Board of Trustees of the District and as further identified in Section 2.3.B of this Agreement.

“Application Review Start Date” means the later date of either the date on which the District issues its written notice that the Applicant has submitted a completed Application or the date on which the Comptroller issues its written notice that the Applicant has submitted a completed Application and as further identified in Section 2.3.A of this Agreement.

“Appraised Value” shall have the meaning assigned to such term in Section 1.04(8) of the

TEXAS TAX CODE.

“Appraisal District” means the Concho County Appraisal District.

“Board of Trustees” means the Board of Trustees of the Eden Consolidated Independent School District.

“Commercial Operation” means the date on which the Project becomes commercially operational and placed into service, such that all of the following events have occurred and remain simultaneously true and accurate:

- A. The Project has been constructed, tested, and is fully capable to commence operating for the purpose of generating electricity for sale on one or more commercial markets;
- B. The Project has received written authorization from the grid operator for interconnection, integration, and synchronization of the plant with the grid; and,
- C. The Project has obtained all permits, required approvals, and has met all requirements necessary to commence safely and reliably generating electricity and delivering electricity onto the grid.

“Comptroller” means the Texas Comptroller of Public Accounts, or the designated representative of the Texas Comptroller of Public Accounts acting on behalf of the Comptroller.

“Comptroller’s Rules” means the applicable rules and regulations of the Comptroller set forth in Chapter 34 TEXAS ADMIN. CODE Chapter 9, Subchapter F, together with any court or administrative decisions interpreting same.

“County” means Concho County, Texas.

“District” or “School District” means the Eden Consolidated Independent School District, being a duly authorized and operating school district in the State, having the power to levy, assess, and collect ad valorem taxes within its boundaries and to which “Subchapter C” of the Act applies. The term also includes any successor independent school district or other successor governmental authority having the power to levy and collect ad valorem taxes for school purposes on the Applicant’s Qualified Property or the Applicant’s Qualified Investment.

“Final Termination Date” means the last date of the final year in which the Applicant is required to Maintain Viable Presence and as further identified in Section 2.3.E of this Agreement.

“Force Majeure” means those causes generally recognized under Texas law as constituting impossible conditions. Each Party must inform the other in writing with proof of receipt within sixty (60) days of the existence of such Force Majeure or otherwise waive this right as a defense.

“Land” means the real property described on **EXHIBIT 2**, which is attached hereto and incorporated herein by reference for all purposes.

“Maintain Viable Presence” means (i) the operation during the term of this Agreement of the facility or facilities for which the tax limitation is granted; and (ii) the Applicant’s maintenance of jobs and wages as required by the Act and as set forth in its Application.

“Market Value” shall have the meaning assigned to such term in Section 1.04(7) of the TEXAS TAX CODE.

“New Qualifying Jobs” means the total number of jobs to be created by the Applicant after the Application Approval Date in connection with the project that is the subject of its Application that meet the criteria of Qualifying Job as defined in Section 313.021(3) of the TEXAS TAX CODE and the Comptroller’s Rules.

“New Non-Qualifying Jobs” means the number of Non-Qualifying Jobs, as defined in 34 TEXAS ADMIN. CODE Section 9.1051(14), to be created by the Applicant after the Application Approval Date in connection with the project which is the subject of its Application.

“Qualified Investment” has the meaning set forth in Section 313.021(1) of the TEXAS TAX CODE, as interpreted by the Comptroller’s Rules.

“Qualified Property” has the meaning set forth in Section 313.021(2) of the TEXAS TAX CODE and as interpreted by Comptroller’s Rules and the Texas Attorney General, as these provisions existed on the Application Review Start Date.

“Qualifying Time Period” means the period defined in Section 2.3.C, during which the Applicant shall make investment on the Land where the Qualified Property is located in the amount required by the Act, the Comptroller’s Rules, and this Agreement.

“State” means the State of Texas.

“Supplemental Payment” means any payments or transfers of things of value made to the District or to any person or persons in any form if such payment or transfer of thing of value being provided is in recognition of, anticipation of, or consideration for the Agreement and that is not authorized pursuant to Sections 313.027(f)(1) or (2) of the TEXAS TAX CODE, and specifically includes any payments required pursuant to Article VI of this Agreement.

“Tax Limitation Amount” means the maximum amount which may be placed as the Appraised Value on the Applicant’s Qualified Property for maintenance and operations tax assessment in each Tax Year of the Tax Limitation Period of this Agreement pursuant to Section 313.054 of the TEXAS TAX CODE.

“Tax Limitation Period” means the Tax Years for which the Applicant’s Qualified Property is subject to the Tax Limitation Amount and as further identified in Section 2.3.D of this Agreement.

"Tax Year" shall have the meaning assigned to such term in Section 1.04(13) of the TEXAS TAX CODE (*i.e.*, the calendar year).

"Taxable Value" shall have the meaning assigned to such term in Section 1.04(10) of the TEXAS TAX CODE.

Section 1.2 NEGOTIATED DEFINITIONS. Wherever used in Articles IV, V, and VI, the following terms shall have the following meanings, unless the context in which used clearly indicates another meaning or otherwise; provided however, if there is a conflict between a term defined in this section and a term defined in the Act, the Comptroller's Rules, or Section 1.1 of Agreement, the conflict shall be resolved by reference to Section 10.9.C.

"Applicable School Finance Law" means Chapters 41 and 42 of the TEXAS EDUCATION CODE, the Texas Economic Development Act (Chapter 313 of the TEXAS TAX CODE), Chapter 403, Subchapter M, of the TEXAS GOVERNMENT CODE applicable to District, and the Constitution and general laws of the State applicable to the school districts of the State, including specifically, the applicable rules and regulations of the agencies of the State having jurisdiction over any matters relating to the public school systems and school districts of the State, and judicial decisions construing or interpreting any of the above. The term also includes any amendments or successor statutes that may be adopted in the future that could impact or alter the calculation of Applicant's ad valorem tax obligation to District, either with or without the limitation of property values made pursuant to this Agreement.

"Consultant" shall have the same meaning as assigned to such term in Section 4.5 of the Agreement.

"Floor Revenue" shall have the meaning assigned to such term in Section 4.8.C of the Agreement.

"Floor Revenue Payment" shall have the meaning assigned to such term in Section 4.8.C of the Agreement.

"M&O Amount" shall have the meaning assigned to such term in Section 4.2 of the Agreement.

"Maintenance and Operations Revenue" or "M&O Revenue" means (i) those revenues which District receives from the levy of its annual ad valorem maintenance and operations tax pursuant to Section 45.002 of the TEXAS EDUCATION CODE and Article VII § 3 of the TEXAS CONSTITUTION, plus (ii) all State revenues to which the District is or may be entitled under Chapter 42 of the TEXAS EDUCATION CODE or any other statutory provision as well as any amendment or successor statute to these provisions, plus (iii) any indemnity payments received by the District under other agreements similar to this Agreement to the extent that such payments are designed to replace District M&O Revenue lost as a result of such similar agreements, less (iv) any amounts necessary to reimburse the State of Texas or another school district for the education

of additional students pursuant to Chapter 41 of the TEXAS EDUCATION CODE.

“Net Tax Savings” shall have the same meaning as assigned to such term in Section 6.3 of the Agreement.

“New M&O Revenue” shall have the same meaning as assigned to such term in Section 4.2.A.ii of the Agreement.

“Original M&O Revenue” shall have the same meaning as assigned to such term in Section 4.2.A.i of the Agreement.

“Partial Payment” shall have the meaning assigned to such term in Section 4.8.B of the Agreement.

“Year 1 M&O Amount” shall have the meaning assigned to such term in Section 4.8.B of the Agreement.

ARTICLE II

AUTHORITY, PURPOSE AND LIMITATION AMOUNTS

Section 2.1. AUTHORITY. This Agreement is executed by the District as its written agreement with the Applicant pursuant to the provisions and authority granted to the District in Section 313.027 of the TEXAS TAX CODE.

Section 2.2. PURPOSE. In consideration of the execution and subsequent performance of the terms and obligations by the Applicant pursuant to this Agreement, identified in Sections 2.5 and 2.6 and as more fully specified in this Agreement, the value of the Applicant’s Qualified Property listed and assessed by the County Appraiser for the District’s maintenance and operation ad valorem property tax shall be the Tax Limitation Amount as set forth in Section 2.4 of this Agreement during the Tax Limitation Period.

Section 2.3. TERM OF THE AGREEMENT.

A. The Application Review Start Date for this Agreement is June 3, 2016, which will be used to determine the eligibility of the Applicant’s Qualified Property and all applicable wage standards.

B. The Application Approval Date for this Agreement is November 28, 2016.

C. The Qualifying Time Period for this Agreement:

- i. Starts on January 1, 2017; and
- ii. Ends on December 31, 2018, the last day of the second complete Tax Year following the Qualifying Time Period start date.

- D. The Tax Limitation Period for this Agreement:
- i. Starts on January 1, 2018, first complete Tax Year that begins after the date of the commencement of Commercial Operation; and,
 - ii. Ends on December 31, 2027.

E. The Final Termination Date for this Agreement is December 31, 2032.

F. This Agreement, and the obligations and responsibilities created by this Agreement, shall be and become effective on the Application Approval Date identified in Section 2.3.B. This Agreement, and the obligations and responsibilities created by this Agreement, terminate on the Final Termination Date identified in Subsection 2.3.E, unless extended by the express terms of this Agreement.

Section 2.4. TAX LIMITATION. So long as the Applicant makes the Qualified Investment as required by Section 2.5, during the Qualifying Time Period, and unless this Agreement has been terminated as provided herein before such Tax Year, on January 1 of each Tax Year of the Tax Limitation Period, the Appraised Value of the Applicant's Qualified Property for the District's maintenance and operations ad valorem tax purposes shall not exceed the lesser of:

- A. the Market Value of the Applicant's Qualified Property; or
- B. Twenty Million Dollars (\$20,000,000).

This Tax Limitation Amount is based on the limitation amount for the category that applies to the District on the Application Approval Date, as set out by Section 313.052 of the TEXAS TAX CODE.

Section 2.5. TAX LIMITATION ELIGIBILITY. In order to be eligible and entitled to receive the value limitation identified in Section 2.4 for the Qualified Property identified in Article III, the Applicant shall:

- A. have completed the Applicant's Qualified Investment in the amount of \$10,000,000 during the Qualifying Time Period;
- B. have created and maintained, subject to the provisions of Section 313.0276 of the TEXAS TAX CODE, New Qualifying Jobs as required by the Act; and
- C. pay an average weekly wage of at least \$696 for all New Non-Qualifying Jobs created by the Applicant.

Section 2.6. TAX LIMITATION OBLIGATIONS. In order to receive and maintain the limitation authorized by Section 2.4, Applicant shall:

- A. provide payments to District sufficient to protect future District revenues through payment of revenue offsets and other mechanisms as more fully described in Article IV;

B. provide payments to the District that protect the District from the payment of extraordinary education related expenses related to the project, as more fully specified in Article V;

C. provide such Supplemental Payments as more fully specified in Article VI;

D. create and Maintain Viable Presence on or with the Qualified Property and perform additional obligations as more fully specified in Article VIII of this Agreement; and

E. no additional conditions are identified in the certificate for a limitation on appraised value by the Comptroller for this project.

ARTICLE III **QUALIFIED PROPERTY**

Section 3.1. LOCATION WITHIN ENTERPRISE OR REINVESTMENT ZONE. At the time of the Application Approval Date, the Land is within an area designated either as an enterprise zone, pursuant to Chapter 2303 of the TEXAS GOVERNMENT CODE, or a reinvestment zone, pursuant to Chapter 311 or 312 of the TEXAS TAX CODE. The legal description, and information concerning the designation, of such zone is attached to this Agreement as **EXHIBIT 1** and is incorporated herein by reference for all purposes.

Section 3.2. LOCATION OF QUALIFIED PROPERTY AND INVESTMENT. The Land on which the Qualified Property shall be located and on which the Qualified Investment shall be made is described in **EXHIBIT 2**, which is attached hereto and incorporated herein by reference for all purposes. The Parties expressly agree that the boundaries of the Land may not be materially changed from its configuration described in **EXHIBIT 2** unless amended pursuant to the provisions of Section 10.2 of this Agreement.

Section 3.3. DESCRIPTION OF QUALIFIED PROPERTY. The Qualified Property that is subject to the Tax Limitation Amount is described in **EXHIBIT 4**, which is attached hereto and incorporated herein by reference for all purposes. Property which is not specifically described in **EXHIBIT 4** shall not be considered by the District or the Appraisal District to be part of the Applicant's Qualified Property for purposes of this Agreement, unless by official action the Board of Trustees provides that such other property is a part of the Applicant's Qualified Property for purposes of this Agreement in compliance with Section 313.027(e) of the TEXAS TAX CODE, the Comptroller's Rules, and Section 10.2 of this Agreement.

Section 3.4. CURRENT INVENTORY OF QUALIFIED PROPERTY. In addition to the requirements of Section 10.2 of this Agreement, if there is a material change in the Qualified Property described in **EXHIBIT 4**, then within 60 days from the date commercial operation begins, the Applicant shall provide to the District, the Comptroller, the Appraisal District or the State Auditor's Office a specific and detailed description of the tangible personal property, buildings, and/or permanent, nonremovable building components (including any affixed to or incorporated into real property)

on the Land to which the value limitation applies including maps or surveys of sufficient detail and description to locate all such described property on the Land.

Section 3.5. QUALIFYING USE. The Applicant's Qualified Property described in Section 3.3 qualifies for a tax limitation agreement under Section 313.024(b)(5) of the TEXAS TAX CODE as a renewable energy electric generation facility.

ARTICLE IV

PROTECTION AGAINST LOSS OF FUTURE DISTRICT REVENUES

Section 4.1. INTENT OF THE PARTIES. Subject to the limitations contained in this Agreement (including Section 7.1), it is the intent of the Parties that the District shall, in accordance with the provisions of Section 313.027(f)(1) of the TEXAS TAX CODE, be compensated by Applicant for any loss that District incurs in its Maintenance and Operations Revenue as a result of, or on account of, entering into this Agreement, after taking into account any payments to be made under this Agreement. Such payments shall be independent of, and in addition to such other payments as set forth in Articles V and VI in this Agreement. Subject to the limitations contained in this Agreement (including Section 7.1), IT IS THE INTENT OF THE PARTIES THAT THE RISK OF ANY NEGATIVE FINANCIAL CONSEQUENCE TO DISTRICT IN MAKING THE DECISION TO ENTER INTO THIS AGREEMENT WILL BE BORNE SOLELY BY APPLICANT AND NOT BY DISTRICT. Applicant recognizes and acknowledges the calculations relating to the District's loss of Maintenance and Operations Revenue under this Agreement will be affected by changes to the timing of construction of the Project and any change to the Qualified Investment/Qualified Property. As such, Applicant acknowledges that it will bear any and all losses of Maintenance and Operations Revenue suffered by the District as a result of the Agreement, including without limitation any increase in the M&O Amount calculated under Section 4.2 to be paid to the District for losses in Maintenance and Operations Revenue resulting from any change in the timing of construction and/or any change to the Qualified Investment/Qualified Property.

Section 4.2. CALCULATING THE AMOUNT OF LOSS OF REVENUES BY THE DISTRICT. Subject to the provisions of Section 7.1, the amount to be paid by Applicant to compensate District for loss of Maintenance and Operations Revenue resulting from, or on account of, this Agreement for each year starting in the year of the Application Review Start Date and ending on the Final Termination Date (as set out in **EXHIBIT 5**), the "M&O Amount," shall be determined in compliance with the Applicable School Finance Law in effect for such year and according to the following formula:

A. The M&O Amount owed by Applicant to District means the Original M&O Revenue *minus* the New M&O Revenue; based on the following definitions:

- i. "Original M&O Revenue" means the total State and local Maintenance and Operations Revenue that District would have received for the school year under the Applicable School Finance Law had this Agreement not been entered into by the Parties and the Qualified Property had been subject to the full ad valorem maintenance & operations tax without any limitation on value.
- ii. "New M&O Revenue" means the total State and local Maintenance and Operations

Revenue that District actually received for such school year.

B. In making the calculations for the M&O Amount required by this Section 4.2 of this Agreement:

- i. The Taxable Value of property for each school year will be determined under the Applicable School Finance Law.
- ii. For purposes of this calculation, the tax collection rate on the Applicant's Qualified Property will be presumed to be one hundred percent (100%).
- iii. If, for any year of this Agreement, the difference between the Original M&O Revenue and the New M&O Revenue as calculated under this Section 4.2 of this Agreement results in a negative number for the M&O Amount, the negative number will be considered to be zero.
- iv. All calculations made for the New M&O Revenue during the Tax Limitation Period under Section 4.2.A.ii of this Agreement will reflect the Tax Limitation Amount for such year.
- v. All calculations for the M&O Amount made under this Section 4.2 of this Agreement shall be made by a methodology which isolates only the revenue impact caused by this Agreement. Applicant shall not be responsible to reimburse District for other revenue losses created by other agreements or any other factors.

Section 4.3. STATUTORY CHANGES AFFECTING M&O REVENUE. Notwithstanding any other provision in this Agreement, but subject to the limitations contained in Section 7.1 of this Agreement, in the event that, by virtue of statutory changes to the Applicable School Finance Law, administrative interpretations by Comptroller, Commissioner of Education, or the Texas Education Agency, or for any other reason attributable to statutory change, District will receive less Maintenance and Operations Revenue, or, if applicable, will be required to increase its payment of funds to the State or another school district, pursuant to Chapter 41 of the TEXAS EDUCATION CODE, because of its participation in this Agreement, Applicant shall make payments to District, up to the Revenue Protection Amount limit set forth in Section 7.1 that are necessary to offset any negative impact on District as a result of its participation in this Agreement. Such calculation shall take into account any adjustments to the amount calculated for the current fiscal year that should be made in order to reflect the actual impact on District.

Section 4.4. COMPENSATION FOR LOSS OF OTHER REVENUES. To the extent not included in the amounts calculated pursuant to Section 4.2 above, Applicant shall also pay to the District on an annual basis all non-reimbursed costs arising from entering this Agreement, including but not limited to: (a) any loss incurred by the District resulting from successful judicial challenge to this Agreement; (b) any reasonable attorneys' fees or other costs incurred by the District due to any legal defense, enforcement or interpretation of this Agreement, irrespective of whether or not this Agreement is ultimately determined to be valid; and (c) any non-reimbursed reasonable costs incurred by the District and related to this Agreement, either directly or indirectly, including costs paid to the Appraisal District caused by increased appraised values arising solely from the Qualified Property that is subject to the limitation provided in Section 2.4 herein.

Section 4.5. THIRD PARTY CALCULATIONS. All calculations made pursuant to this Agreement shall be verified annually by one or more independent third parties (“Consultant”) selected by the District. Applicant will be solely responsible for the payment of Consultant’s up to than Seven Thousand Dollars, (\$7,000.00) for the first year of this Agreement. This amount may be increased each year of this Agreement by not more than five percent (5%) from the prior year. All calculations shall initially be based upon good-faith estimates using all available information and shall be adjusted to reflect “near final” or “actual” data for the applicable year as the data becomes available.

Section 4.6. DATA FOR CALCULATIONS. The initial calculations for any payments owing under this Agreement shall be based upon the valuations placed upon the Qualified Property by the Appraisal District in its annual certified tax roll submitted to the District pursuant to § 26.01 of the TEXAS TAX CODE in or about July of each year of this Agreement. The certified tax roll data shall form the basis from which any and all amounts due under this Agreement are calculated, and the data utilized by the Consultant will be adjusted as necessary to reflect any subsequent adjustments by the Appraisal District to the District’s tax roll. Any estimates used by the Consultant to make calculations as required by this Agreement shall be based on the best and most current information available. The Consultant shall from time-to-time adjust the data utilized to reflect actual amounts, subsequent adjustments by the Appraisal District to the District’s certified tax roll, or any other relevant changes to material items such as student counts or tax collections.

Section 4.7. DELIVERY OF CALCULATIONS.

A. All calculations required under Articles IV, V, or VI shall be made by the Consultant on or before December 1 of each year for which this Agreement is effective. The Consultant shall forward such calculations to the Parties in sufficient detail to allow the Parties to understand the manner in which the calculations were made. The Consultant shall maintain supporting data consistent with generally accepted accounting practices. The Consultant shall preserve all documents and data related to all calculations required under this Agreement for a period of three (3) years. Employees and agents of the Parties shall have reasonable access to the Consultant’s offices, personnel, books, and records pertaining to all calculations and fees.

B. In the event the District receives the Consultant’s invoice for services rendered, the District shall forward to Applicant such invoice, which Applicant shall pay within thirty (30) days of receipt.

Section 4.8. PAYMENT BY APPLICANT.

A. On or before the January 31 next following the tax levy for each year for which this Agreement is effective, and subject to the limitations contained in Section 7.1, the Applicant shall pay all amounts determined to be due and owing to the District, all amounts billed by the Consultant pursuant to Section 4.5, and any reasonable and necessary expenses paid by the District to its attorneys, auditors, or financial consultants for work resulting from the District’s participation in this Agreement. Provided that the District, upon request of Applicant, provides

supporting documentation to substantiate such reasonable and necessary expenses to the extent such supporting documentation is not excepted from disclosure as attorney-client privilege or otherwise excepted from disclosure under the Texas Public Information Act (TEXAS GOVERNMENT CODE § 552.001, *et seq*).

B. Based upon the amount of Qualified Property and the construction schedule of Applicant's project as set forth in the Application, the Parties anticipate that Applicant will have a significant M&O Amount for the first year of the Tax Limitation Period (as established in Section 2.3.D and hereinafter referred to as the "Year 1 M&O Amount"). The Year 1 M&O Amount as calculated in Section 4.2 above, shall be divided into two (2) installments with an initial installment of sixty-five percent (65%) of the actual Year 1 M&O Amount (the "Partial Payment") due and paid on or before the following January 31. The remaining installment of the Year 1 M&O Amount owed the District shall be due and paid on or before January 31 next following the year the Partial Payment is due.

C. Notwithstanding anything to the contrary in Section 4.8.B above, in no event shall the District receive less than the same amount of M&O Revenue that the District would have received if the project had not been constructed and this Agreement was not in effect (the "Floor Revenue"). Therefore, in addition to all other amounts that are owed to the District under this Agreement, including the Partial Payment as set out in Section 4.8.B, Applicant shall pay to District such portion of the Year 1 M&O Amount owed the District necessary to increase the District from the New M&O Revenue up to Floor Revenue (the "Floor Revenue Payment") that exceeds the Partial Payment described in Section 4.8.B. Applicant shall pay to the District the Floor Revenue Payment at the same time as the Partial Payment.

Section 4.9. CHALLENGING CALCULATION RESULTS. The Applicant may appeal the Consultant's results, in writing, within fifteen (15) days of receipt of such results. The Consultant will issue a final determination of the calculations within 15 days of receiving Applicant's appeal. The Applicant may appeal the final determination of the Consultant to the District within 15 District business days of its receipt, pursuant to District Policy GF (LOCAL).

Section 4.10. EFFECT OF PROPERTY VALUE APPEAL OR ADJUSTMENT. In the event that the Taxable Value of the Qualified Property is changed after an appeal of its valuation, or the Taxable Value is otherwise altered for any reason, the calculations required under Article IV of this Agreement shall be recalculated by the Consultant at Applicant's sole expense using the revised property values. The Consultant shall transmit the revised calculations to the Parties and any Party owing funds to the other Party shall pay such funds within thirty (30) days after receipt of the new calculations.

ARTICLE V

PAYMENT OF EXTRAORDINARY EDUCATION RELATED EXPENSES

Section 5.1. EXTRAORDINARY EXPENSES. In addition to the amounts determined pursuant to Article IV or Article VI of this Agreement above, Applicant on an annual basis shall also

indemnify and reimburse District for the following:

All non-reimbursed costs, certified by District's external auditor to have been incurred by District for extraordinary education-related expenses related to the project that are not directly funded in state aid formulas, including expenses for the purchase of portable classrooms and the hiring of additional personnel to accommodate a temporary increase in student enrollment attributable to the project.

Section 5.2. PAYMENTS. Payments of amounts due under this Article shall be made as set forth in Section 4.8 above.

ARTICLE VI

SUPPLEMENTAL PAYMENTS

Section 6.1. SUPPLEMENTAL PAYMENTS. Applicant shall make Supplemental Payments as set out in Section 6.2 annually, beginning with the first complete or partial year of the Qualifying Time Period, and continuing through the third year following the end of the Tax Limitation Period.

Section 6.2. SUPPLEMENTAL PAYMENT LIMITATION. Notwithstanding the foregoing:

A. The total of the Supplemental Payments made pursuant to this Article shall not exceed for any calendar year of this Agreement an amount equal to the greater of One Hundred Dollars (\$100.00) per student per year in average daily attendance, as defined by Section 42.005 of the TEXAS EDUCATION CODE, or Fifty Thousand Dollars (\$50,000.00) per year times the number of years beginning with the first complete or partial year of the Qualifying Time Period identified in Section 2.3.C and ending with the year for which the Supplemental Payment is being calculated minus all Supplemental Payments previously made by the Applicant;

B. Supplemental Payments may only be made during the period starting with the beginning of the Qualifying Time Period and ending December 31 of the third year following the end of the Tax Limitation Period.

C. The limitation in Section 6.2.A does not apply to amounts described by Section 313.027(f)(1)–(2) of the TEXAS TAX CODE as implemented in Articles IV and V of this Agreement.

D. For purposes of this Agreement, the calculation of the limit of the annual Supplemental Payment shall be the greater of \$50,000 or \$100 multiplied by the District's Average Daily Attendance as calculated pursuant to Section 42.005 of the TEXAS EDUCATION CODE, based upon the District's 2014-15 Average Daily Attendance of 234, rounded to the whole number.

Section 6.3. SUPPLEMENTAL PAYMENT CHANGES. In the event Chapter 313 is modified or amended to allow the District to receive supplemental payments in excess of the foregoing limitation, Applicant agrees to cooperate with the District to amend this Agreement to allow District to receive the maximum amount of supplemental payments as allowed by law; provided

however, the total supplemental payments for any given year of this Agreement shall not exceed the greater of forty percent (40%) of Applicant's Net Tax Savings under this Agreement in such year or the amount calculated as set out in Section 6.2.A above, as determined for that school year. "Net Tax Savings" means an amount equal to (but not less than zero): (i) the sum of the amount of maintenance and operations ad valorem taxes which the Applicant would have paid to the District for all years during the term of this Agreement if this Agreement had not been entered into by the Parties; minus (ii) an amount equal to the sum of (A) all maintenance and operations ad valorem school taxes actually due to the District or any other governmental entity, including the State of Texas for all years during the term of this Agreement, plus (B) any and all payments due to the District under Article IV of this Agreement. For clarification, Net Tax Savings in respect of a particular year pursuant to Section 6.2 shall mean an amount equal to (but not less than zero): (i) the sum of the amount of maintenance and operations ad valorem taxes which the Applicant would have paid to the District for such year if this Agreement had not been entered into by the Parties; minus, (ii) an amount equal to the sum of (A) all maintenance and operations ad valorem school taxes actually due to the District or any other governmental entity, including the State of Texas for such year, plus (B) any and all payments due to the District under Article IV of this Agreement for such year. This Section 6.3 shall only apply if Chapter 313 of the TEXAS TAX CODE is amended so that the District is permitted to receive Supplemental Payments greater than as described in Section 6.2 above; otherwise, Section 6.2 shall apply.

Section 6.4. PAYMENT BY APPLICANT. Payment of amounts due under this Article shall be made as set forth in Section 4.8 of this Agreement and is subject to the limitations contained in Section 7.1.

ARTICLE VII

ANNUAL LIMITATION OF PAYMENTS BY APPLICANT

Section 7.1 ANNUAL LIMITATION. Notwithstanding anything contained in this Agreement to the contrary, and with respect to each Tax Year of the Tax Limitation Period beginning after the second Tax Year of the Tax Limitation Period, in no event shall (i) the sum of the maintenance and operations ad valorem taxes paid by the Applicant to the District for such Tax Year, plus the sum of all payments otherwise due from the Applicant to the District under Articles IV, V, and VI of this Agreement with respect to such Tax Year, exceed (ii) the amount of the maintenance and operations ad valorem taxes that the Applicant would have paid to the District for such Tax Year (determined by using the District's actual maintenance and operations tax rate for such Tax Year) if the Parties had not entered into this Agreement. The calculation and comparison of the amounts described in clauses (i) and (ii) of the preceding sentence shall be included in all calculations made pursuant to Article IV of this Agreement, and in the event the sum of the amounts described in said clause (i) exceeds the amount described in said clause (ii), then the payments otherwise due from the Applicant to the District under Articles IV, V, and VI shall be reduced until such excess is eliminated.

Section 7.2. OPTION TO TERMINATE AGREEMENT. In the event that any payment otherwise due from the Applicant to the District under Article IV, Article V, or Article VI of this Agreement with

respect to a Tax Year is subject to reduction in accordance with the provisions of Section 7.1, then the Applicant shall have the option to terminate this Agreement. The Applicant may exercise such option to terminate this Agreement by notifying the District of its election in writing not later than the July 31 of the year following the Tax Year with respect to which a reduction under Section 7.1 is applicable. Any termination of this Agreement under the foregoing provisions of this Section 7.2 shall be effective immediately prior to the second Tax Year next following the Tax Year in which the reduction giving rise to the option occurred.

Section 7.3. EFFECT OF OPTIONAL TERMINATION. Upon the exercise of the option to terminate pursuant to Section 7.2, this Agreement shall terminate and be of no further force or effect; provided, however, that:

A. the Parties respective rights and obligations under this Agreement with respect to the Tax Year or Tax Years (as the case may be) through and including the Tax Year during which such notification is delivered to the District, shall not be impaired or modified as a result of such termination and shall survive such termination unless and until satisfied and discharged; and

B. the provisions of this Agreement regarding payments (including liquidated damages and tax payments), records and dispute resolution shall survive the termination or expiration of this Agreement.

ARTICLE VIII

ADDITIONAL OBLIGATIONS OF APPLICANT

Section 8.1. APPLICANT'S OBLIGATION TO MAINTAIN VIABLE PRESENCE. In order to receive and maintain the limitation authorized by Section 2.4 in addition to the other obligations required by this Agreement, the Applicant shall Maintain Viable Presence in the District commencing at the start of the Tax Limitation Period through the Final Termination Date of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the Applicant shall not be in breach of, and shall not be subject to any liability for failure to Maintain Viable Presence to the extent such failure is caused by Force Majeure, provided the Applicant makes commercially reasonable efforts to remedy the cause of such Force Majeure.

Section 8.2. REPORTS. In order to receive and maintain the limitation authorized by Section 2.4 in addition to the other obligations required by this Agreement, the Applicant shall submit all reports required from time to time by the Comptroller, listed in 34 TEXAS ADMIN. CODE Section 9.1052 and as currently located on the Comptroller's website, including all data elements required by such form to the satisfaction of the Comptroller on the dates indicated on the form or the Comptroller's website and starting on the first such due date after the Application Approval Date.

Section 8.3. COMPTROLLER'S REPORT ON CHAPTER 313 AGREEMENTS. During the term of this Agreement, both Parties shall provide the Comptroller with all information reasonably necessary for the Comptroller to assess performance under this Agreement for the purpose of issuing the Comptroller's report, as required by Section 313.032 of the TEXAS TAX CODE.

Section 8.4. DATA REQUESTS. Upon the written request of the District, the State Auditor's Office, the Appraisal District, or the Comptroller during the term of this Agreement, the Applicant, the District or any other entity on behalf of the District shall provide the requesting party with all information reasonably necessary for the requesting party to determine whether the Applicant is in compliance with its rights, obligations, or responsibilities, including, but not limited to, any employment obligations which may arise under this Agreement.

Section 8.5. SITE VISITS AND RECORD REVIEW. The Applicant shall allow authorized employees of the District, the Comptroller, the Appraisal District, and the State Auditor's Office to have reasonable access to the Applicant's Qualified Property and business records from the Application Review Start Date through the Final Termination Date, in order to inspect the project to determine compliance with the terms hereof or as necessary to properly appraise the Taxable Value of the Applicant's Qualified Property.

A. All inspections will be made at a mutually agreeable time after the giving of not less than forty-eight (48) hours prior written notice, and will be conducted in such a manner so as not to unreasonably interfere with either the construction or operation of the Applicant's Qualified Property.

B. All inspections may be accompanied by one or more representatives of the Applicant, and shall be conducted in accordance with the Applicant's safety, security, and operational standards. Notwithstanding the foregoing, nothing contained in this Agreement shall require the Applicant to provide the District, the Comptroller, or the Appraisal District with any technical or business information that is proprietary, a trade secret, or is subject to a confidentiality agreement with any third party.

Section 8.6. RIGHT TO AUDIT; SUPPORTING DOCUMENTS; AUTHORITY OF STATE AUDITOR. By executing this Agreement, implementing the authority of, and accepting the benefits provided by Chapter 313 of the TEXAS TAX CODE, the Parties agree that this Agreement and their performance pursuant to its terms are subject to review and audit by the State Auditor as if they are parties to a State contract and subject to the provisions of Section 2262.154 of the TEXAS GOVERNMENT CODE and Section 313.010(a) of the TEXAS TAX CODE. The Parties further agree to comply with the following requirements:

A. The District and the Applicant shall maintain and retain supporting documents adequate to ensure that claims for the Tax Limitation Amount are in accordance with applicable Comptroller and State of Texas requirements. The Applicant and the District shall maintain all such documents and other records relating to this Agreement and the State's property for a period of four (4) years after the latest occurring date of:

- i. date of submission of the final payment;
- ii. Final Termination Date; or
- iii. date of resolution of all disputes or payment.

B. During the time period defined under Section 8.6.A, the District and the Applicant shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all information related to this Agreement; the Applicant's Application; and the Applicant's Qualified Property, Qualified Investment, New Qualifying Jobs, and wages paid for New Non-Qualifying Jobs such as work papers, reports, books, data, files, software, records, calculations, spreadsheets and other supporting documents pertaining to this Agreement, for purposes of inspecting, monitoring, auditing, or evaluating by the Comptroller, State Auditor's Office, State of Texas or their authorized representatives. The Applicant and the District shall cooperate with auditors and other authorized Comptroller and State of Texas representatives and shall provide them with prompt access to all of such property as requested by the Comptroller or the State of Texas. By example and not as an exclusion to other breaches or failures, the Applicant's or the District's failure to comply with this Section shall constitute a Material Breach of this Agreement.

C. In addition to and without limitation on the other audit provisions of this Agreement, the acceptance of tax benefits or funds by the Applicant or the District or any other entity or person directly under this Agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Applicant or the District or other entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The Parties agree that this Agreement shall for its duration be subject to all rules and procedures of the State Auditor acting under the direction of the legislative audit committee.

D. The Applicant shall include the requirements of this Section 8.6 in its subcontract with any entity whose employees or subcontractors are subject to wage requirements under the Act, the Comptroller's Rules, or this Agreement, or any entity whose employees or subcontractors are included in the Applicant's compliance with job creation or wage standard requirement of the Act, the Comptroller's Rules, or this Agreement.

Section 8.7. FALSE STATEMENTS; BREACH OF REPRESENTATIONS. The Parties acknowledge that this Agreement has been negotiated, and is being executed, in reliance upon the information contained in the Application, and any supplements or amendments thereto, without which the Comptroller would not have approved this Agreement and the District would not have executed this Agreement. By signature to this Agreement, the Applicant:

A. represents and warrants that all information, facts, and representations contained in the Application are true and correct to the best of its knowledge;

B. agrees and acknowledges that the Application and all related attachments and schedules are included by reference in this Agreement as if fully set forth herein; and

C. acknowledges that if the Applicant submitted its Application with a false statement, signs this Agreement with a false statement, or submits a report with a false statement, or it is

subsequently determined that the Applicant has violated any of the representations, warranties, guarantees, certifications, or affirmations included in the Application or this Agreement, the Applicant shall have materially breached this Agreement and the Agreement shall be invalid and void except for the enforcement of the provisions required by Section 9.2 of this Agreement.

ARTICLE IX

MATERIAL BREACH OR EARLY TERMINATION

Section 9.1. EVENTS CONSTITUTING MATERIAL BREACH OF AGREEMENT. The Applicant shall be in Material Breach of this Agreement if it commits one or more of the following acts or omissions (each a “Material Breach”):

A. The Application, any Application Supplement, or any Application Amendment on which this Agreement is approved is determined to be inaccurate as to any material representation, information, or fact or is not complete as to any material fact or representation or such application;

B. The Applicant failed to complete Qualified Investment as required by Section 2.5.A. of this Agreement during the Qualifying Time Period;

C. The Applicant failed to create and maintain the number of New Qualifying Jobs required by the Act;

D. The Applicant failed to create and maintain the number of New Qualifying Jobs specified in Schedule C of the Application;

E. The Applicant failed to pay at least the average weekly wage of all jobs in the county in which the jobs are located for all New Non-Qualifying Jobs created by the Applicant;

F. The Applicant failed to provide payments to the District sufficient to protect future District revenues through payment of revenue offsets and other mechanisms as more fully described in Article IV of this Agreement;

G. The Applicant failed to provide the payments to the District that protect the District from the payment of extraordinary education-related expenses related to the project, to the extent and in the amounts that the Applicant agreed to provide such payments in Article V of this Agreement;

H. The Applicant failed to provide the Supplemental Payments to the extent and in the amounts that the Applicant agreed to provide such Supplemental Payments in Article VI of this Agreement;

I. The Applicant failed to create and Maintain Viable Presence on or with the Qualified Property as more fully specified in Article VIII of this Agreement;

J. The Applicant failed to submit the reports required to be submitted by Section 8.2 to the satisfaction of the Comptroller;

K. The Applicant failed to provide the District or the Comptroller with all information reasonably necessary for the District or the Comptroller to determine whether the Applicant is in compliance with its obligations, including, but not limited to, any employment obligations which may arise under this Agreement;

L. The Applicant failed to allow authorized employees of the District, the Comptroller, the Appraisal District, or the State Auditor's Office to have access to the Applicant's Qualified Property or business records in order to inspect the project to determine compliance with the terms hereof or as necessary to properly appraise the Taxable Value of the Applicant's Qualified Property under Sections 8.5 and 8.6;

M. The Applicant failed to comply with a request by the State Auditor's office to review and audit the Applicant's compliance with this Agreement;

N. The Applicant has made any payments to the District or to any other person or persons in any form for the payment or transfer of money or any other thing of value in recognition of, anticipation of, or consideration for this Agreement for limitation on Appraised Value made pursuant to Chapter 313 of the TEXAS TAX CODE, in excess of the amounts set forth in Articles IV, V and VI of this Agreement;

O. The Applicant failed to comply with the conditions included in the certificate for limitation issued by the Comptroller.

Section 9.2. DETERMINATION OF BREACH AND TERMINATION OF AGREEMENT.

A. Prior to making a determination that the Applicant has failed to comply in any material respect with the terms of this Agreement or to meet any material obligation under this Agreement, the District shall provide the Applicant with a written notice of the facts which it believes have caused the breach of this Agreement, and if cure is possible, the cure proposed by the District. After receipt of the notice, the Applicant shall be given ninety (90) days to present any facts or arguments to the Board of Trustees showing that it is not in breach of its obligations under this Agreement, or that it has cured or undertaken to cure any such breach.

B. If the Board of Trustees is not satisfied with such response or that such breach has been cured, then the Board of Trustees shall, after reasonable notice to the Applicant, conduct a hearing called and held for the purpose of determining whether such breach has occurred and, if so, whether such breach has been cured. At any such hearing, the Applicant shall have the opportunity, together with their counsel, to be heard before the Board of Trustees. At the hearing, the Board of Trustees shall make findings as to:

- i. whether or not a breach of this Agreement has occurred;
- ii. whether or not such breach is a Material Breach;

- iii. the date such breach occurred, if any;
- iv. whether or not any such breach has been cured; and,

C. In the event that the Board of Trustees determines that such a breach has occurred and has not been cured, it shall at that time determine:

- i. the amount of recaptured taxes under Section 9.4.C (net of all credits under Section 9.4.C);
- ii. the amount of any penalty or interest under Section 9.4.E that are owed to the District; and
- iii. in the event of a finding of a Material Breach, whether to terminate this Agreement.

D. After making its determination regarding any alleged breach, the Board of Trustees shall cause the Applicant to be notified in writing of its determination (a “Determination of Breach and Notice of Contract Termination”) and provide a copy to the Comptroller.

Section 9.3. DISPUTE RESOLUTION.

A. After receipt of notice of the Board of Trustee’s Determination of Breach and Notice of Contract Termination under Section 9.2, the Applicant shall have sixty (60) days in which either to tender payment or evidence of its efforts to cure, or to initiate mediation of the dispute by written notice to the District, in which case the District and the Applicant shall be required to make a good faith effort to resolve, without resort to litigation and within sixty (60) days after the Applicant initiates mediation, such dispute through mediation with a mutually agreeable mediator and at a mutually convenient time and place for the mediation. If the Parties are unable to agree on a mediator, a mediator shall be selected by the senior state district court judge then presiding in Concho County, Texas. The Parties agree to sign a document that provides the mediator and the mediation will be governed by the provisions of Chapter 154 of the TEXAS CIVIL PRACTICE AND REMEDIES CODE and such other rules as the mediator shall prescribe. With respect to such mediation, (i) the District shall bear one-half of such mediator’s fees and expenses and the Applicant shall bear one-half of such mediator’s fees and expenses, and (ii) otherwise each Party shall bear all of its costs and expenses (including attorneys’ fees) incurred in connection with such mediation.

B. In the event that any mediation is not successful in resolving the dispute or that payment is not received within the time period described for mediation in Section 9.3.A, either the District or the Applicant may seek a judicial declaration of their respective rights and duties under this Agreement or otherwise, in a judicial proceeding in a state district court in Concho County, assert any rights or defenses, or seek any remedy in law or in equity, against the other Party with respect to any claim relating to any breach, default, or nonperformance of any contract, agreement or undertaking made by a Party pursuant to this Agreement.

C. If payments become due under this Agreement and are not received before the expiration of the sixty (60) days provided for such payments in Section 9.3.A, and if the Applicant

has not contested such payment calculations under the procedures set forth herein, including judicial proceedings, the District shall have the remedies for the collection of the amounts determined under Section 9.4 as are set forth in Chapter 33, Subchapters B and C, of the TEXAS TAX CODE for the collection of delinquent taxes. In the event that the District successfully prosecutes legal proceedings under this section, the Applicant shall also be responsible for the payment of attorney's fees to the attorneys representing the District pursuant to Section 6.30 of the TEXAS TAX CODE and a tax lien shall attach to the Applicant's Qualified Property and the Applicant's Qualified Investment pursuant to Section 33.07 of the TEXAS TAX CODE to secure payment of such fees.

Section 9.4. CONSEQUENCES OF EARLY TERMINATION OR OTHER BREACH BY APPLICANT.

A. In the event that the Applicant terminates this Agreement without the consent of the District, except as provided in Section 7.2 of this Agreement, the Applicant shall pay to the District liquidated damages for such failure within thirty (30) days after receipt of the notice of breach.

B. In the event that the District determines that the Applicant has failed to comply in any material respect with the terms of this Agreement or to meet any material obligation under this Agreement, the Applicant shall pay to the District liquidated damages, as calculated by Section 9.4.C, prior to, and the District may terminate the Agreement effective on the later of: (i) the expiration of the sixty (60) days provided for in Section 9.3.A, and (ii) thirty (30) days after any mediation and judicial proceedings initiated pursuant to Sections 9.3.A and 9.3.B are resolved in favor of the District.

C. The sum of liquidated damages due and payable shall be the sum total of the District ad valorem taxes for all of the Tax Years for which a tax limitation was granted pursuant to this Agreement prior to the year in which the default occurs that otherwise would have been due and payable by the Applicant to the District without the benefit of this Agreement, including penalty and interest, as calculated in accordance with Section 9.4.E. For purposes of this liquidated damages calculation, the Applicant shall be entitled to a credit for all payments made to the District pursuant to Articles IV, V, and VI. Upon payment of such liquidated damages, the Applicant's obligations under this Agreement shall be deemed fully satisfied, and such payment shall constitute the District's sole remedy.

D. In the event that the District determines that the Applicant has committed a Material Breach identified in Section 9.1, after the notice and mediation periods provided by Sections 9.2 and 9.3, then the District may, in addition to the payment of liquidated damages required pursuant to Section 9.4.C, terminate this Agreement.

E. In determining the amount of penalty or interest, or both, due in the event of a breach of this Agreement, the District shall first determine the base amount of recaptured taxes less all credits under Section 9.4.C owed for each Tax Year during the Tax Limitation Period. The District shall calculate penalty or interest for each Tax Year during the Tax Limitation Period in accordance with the methodology set forth in Chapter 33 of the TEXAS TAX CODE, as if the base amount

calculated for such Tax Year less all credits under Section 9.4.C had become due and payable on February 1 of the calendar year following such Tax Year. Penalties on said amounts shall be calculated in accordance with the methodology set forth in Section 33.01(a) of the TEXAS TAX CODE, or its successor statute. Interest on said amounts shall be calculated in accordance with the methodology set forth in Section 33.01(c) of the TEXAS TAX CODE, or its successor statute.

Section 9.5. LIMITATION OF OTHER DAMAGES. Notwithstanding anything contained in this Agreement to the contrary, in the event of default or breach of this Agreement by the Applicant, the District's damages for such a default shall under no circumstances exceed the amounts calculated under Section 9.4. In addition, the District's sole right of equitable relief under this Agreement shall be its right to terminate this Agreement. The Parties further agree that the limitation of damages and remedies set forth in this Section 9.5 shall be the sole and exclusive remedies available to the District, whether at law or under principles of equity.

Section 9.6. STATUTORY PENALTY FOR INADEQUATE QUALIFIED INVESTMENT. Pursuant to Section 313.0275 of the TEXAS TAX CODE, in the event that the Applicant fails to make \$10,000,000 of Qualified Investment, in whole or in part, during the Qualifying Time Period, the Applicant is liable to the State for a penalty. The amount of the penalty is the amount determined by: (i) multiplying the maintenance and operations tax rate of the school district for that tax year that the penalty is due by (ii) the amount obtained after subtracting (a) the Tax Limitation Amount identified in Section 2.4.B from (b) the Market Value of the property identified on the Appraisal District's records for the Tax Year the penalty is due. This penalty shall be paid on or before February 1 of the year following the expiration of the Qualifying Time Period and is subject to the delinquent penalty provisions of Section 33.01 of the TEXAS TAX CODE. The Comptroller may grant a waiver of this penalty in the event of Force Majeure which prevents compliance with this provision.

Section 9.7. REMEDY FOR FAILURE TO CREATE AND MAINTAIN REQUIRED NEW QUALIFYING JOBS

A. Pursuant to Section 313.0276 of the TEXAS TAX CODE, for any full Tax Year that commences after the project has become operational, in the event that it has been determined that the Applicant has failed to meet the job creation or retention requirements defined in Sections 9.1;C, the Applicant shall not be deemed to be in Material Breach of this Agreement until such time as the Comptroller has made a determination to rescind this Agreement under Section 313.0276 of TEXAS TAX CODE, and that determination is final.

Section 9.8. REMEDY FOR FAILURE TO CREATE AND MAINTAIN COMMITTED NEW QUALIFYING JOBS

A. In the event that the Applicant fails to create and maintain the number of New Qualifying Jobs specified in Schedule C of the Application, an event constituting a Material Breach as defined in Section 9.1.D, the Applicant and the District may elect to remedy the Material Breach through a penalty payment.

B. Following the notice and mediation periods provided by Sections 9.2 and 9.3, the District may request the Applicant to make a payment to the State in an amount equal to: (i) multiplying the maintenance and operations tax rate of the school district for that Tax Year that the Material Breach occurs by (ii) the amount obtained after subtracting (a) the Tax Limitation Amount identified in Section 2.4.B from (b) the market value of the property identified on the Appraisal District's records for each tax year the Material Breach occurs.

C. In the event that there is no tax limitation in place for the tax year that the Material Breach occurs, the payment to the State shall be in an amount equal to: (i) multiplying the maintenance and operations tax rate of the School District for each tax year that the Material Breach occurs by (ii) the amount obtained after subtracting (a) the tax limitation amount identified in Section 2.4.B from (b) the Market Value of the property identified on the Appraisal District's records for the last Tax Year for which the Applicant received a tax limitation.

D. The penalty shall be paid no later than 30 days after the notice of breach and is subject to the delinquent penalty provisions of Section 33.01 of the TEXAS TAX CODE.

ARTICLE X.

MISCELLANEOUS PROVISIONS

Section 10.1. INFORMATION AND NOTICES.

A. Unless otherwise expressly provided in this Agreement, all notices required or permitted hereunder shall be in writing and deemed sufficiently given for all purposes hereof if (i) delivered in person, by courier (*e.g.*, by Federal Express) or by registered or certified United States Mail to the Party to be notified, with receipt obtained, or (ii) sent by facsimile or email transmission, with notice of receipt obtained, in each case to the appropriate address or number as set forth below. Each notice shall be deemed effective on receipt by the addressee as aforesaid; provided that, notice received by facsimile or email transmission after 5:00 p.m. at the location of the addressee of such notice shall be deemed received on the first business day following the date of such electronic receipt.

B. Notices to the District shall be addressed to the District's Authorized Representative as follows:

To the District:

Eden Consol. Independent School District
Attn: Kent Coker, Superintendent
(or the successor Superintendent)
113 West Bryan St.
Eden, TX 76937
Phone #: (325) 869-4121
Fax #: (325) 869-5210
Email: kent.coker@edencisd.net

With a copy to:

Underwood Law Firm, P.C.
Attn: Fred Stormer
P.O. Box 9158
Amarillo, TX 79105-9158
Phone #: (806) 379-0306
Fax #: (806) 379-0316
Email: fred.stormer@uwlaw.com

C. Notices to the Applicant shall be addressed to its Authorized Representative as follows:

To Applicant:

RES Cactus Flats Wind Energy, LLC
c/o Brian Evans, CDO
11101 West 120th Ave.
Broomfield, CO 80021
Phone #: (303) 439-4200
Email: brian.evans@res-americas.com

or at such other address or to such other facsimile transmission number and to the attention of such other person as a Party may designate by written notice to the other.

Section 10.2. AMENDMENTS TO APPLICATION AND AGREEMENT; WAIVERS.

A. This Agreement may not be modified or amended except by an instrument or instruments in writing signed by all of the Parties and after completing the requirements of Section 10.2.B. Waiver of any term, condition, or provision of this Agreement by any Party shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach of, or failure to comply with, the same term, condition, or provision, or a waiver of any other term, condition, or provision of this Agreement.

B. By official action of the District's Board of Trustees, the Application and this Agreement may only be amended according to the following:

- i. The Applicant shall submit to the District and the Comptroller:
 - a. a written request to amend the Application and this Agreement, which shall specify the changes the Applicant requests;
 - b. any changes to the information that was provided in the Application that was approved by the District and considered by the Comptroller;
 - c. and any additional information requested by the District or the Comptroller necessary to evaluate the amendment or modification;
- ii. The Comptroller shall review the request and any additional information for compliance with the Act and the Comptroller's Rules and provide a revised Comptroller certificate for a limitation within 90 days of receiving the revised Application and, if the request to amend the Application has not been approved by the Comptroller by the end of the 90-day period, the request is denied; and
- iii. If the Comptroller has not denied the request, the District's Board of Trustees shall approve or disapprove the request before the expiration of 150 days after the request is filed.

C. Any amendment of the Application and this Agreement adding additional or replacement Qualified Property pursuant to this Section 10.2 of this Agreement shall:

- i. require that all property added by amendment be eligible property as defined by Section 313.024 of the TEXAS TAX CODE;
- ii. clearly identify the property, investment, and employment information added by amendment from the property, investment, and employment information in the original Agreement; and

D. The Application and this Agreement may not be amended to extend the value limitation time period beyond its ten-year statutory term.

E. The Comptroller determination made under Section 313.026(c)(2) of the TEXAS TAX CODE in the original certificate for a limitation satisfies the requirement of the Comptroller to make the same determination for any amendment of the Application and this Agreement, provided that the facts upon which the original determination was made have not changed.

Section 10.3. ASSIGNMENT.

A. Any assignment of any rights, benefits, obligations, or interests of the Parties in this Agreement, other than a collateral assignment purely for the benefit of creditors of the project, is considered an amendment to the Agreement and such Party may only assign such rights, benefits, obligations, or interests of this Agreement after complying with the provisions of Section 10.2 regarding amendments to the Agreement. Other than a collateral assignment to a creditor, this Agreement may only be assigned to an entity that is eligible to apply for and execute an agreement for limitation on appraised value pursuant to the provisions of Chapter 313 of the TEXAS TAX CODE and the Comptroller's Rules.

B. In the event of a merger or consolidation of the District with another school district or other governmental authority, this Agreement shall be binding on the successor school district or other governmental authority.

C. In the event of an assignment to a creditor, the Applicant must notify the District and the Comptroller in writing no later than 30 days after the assignment. This Agreement shall be binding on the assignee.

Section 10.4. MERGER. This Agreement contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence, and preliminary understandings between the Parties and others relating hereto are superseded by this Agreement.

Section 10.5. GOVERNING LAW. This Agreement and the transactions contemplated hereby shall be governed by and interpreted in accordance with the laws of the State of Texas without giving effect to principles thereof relating to conflicts of law or rules that would direct the application of the laws of another jurisdiction. Venue in any legal proceeding shall be in a state district court in Concho County.

Section 10.6. AUTHORITY TO EXECUTE AGREEMENT. Each of the Parties represents and warrants that its undersigned representative has been expressly authorized to execute this Agreement for and on behalf of such Party.

Section 10.7. SEVERABILITY. If any term, provision or condition of this Agreement, or any application thereof, is held invalid, illegal, or unenforceable in any respect under any Law (as hereinafter defined), this Agreement shall be reformed to the extent necessary to conform, in each case consistent with the intention of the Parties, to such Law, and to the extent such term, provision, or condition cannot be so reformed, then such term, provision, or condition (or such invalid, illegal or unenforceable application thereof) shall be deemed deleted from (or prohibited under) this Agreement, as the case may be, and the validity, legality, and enforceability of the remaining terms, provisions, and conditions contained herein (and any other application such term, provision, or condition) shall not in any way be affected or impaired thereby. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement in an acceptable manner so as to effect the original intent of the Parties as closely as possible so that the transactions contemplated hereby are fulfilled to the extent possible. As used in this Section 10.7, the term “Law” shall mean any applicable statute, law (including common law), ordinance, regulation, rule, ruling, order, writ, injunction, decree, or other official act of or by any federal, state or local government, governmental department, commission, board, bureau, agency, regulatory authority, instrumentality, or judicial or administrative body having jurisdiction over the matter or matters in question.

Section 10.8. PAYMENT OF EXPENSES. Except as otherwise expressly provided in this Agreement, or as covered by the application fee, each of the Parties shall pay its own costs and expenses relating to this Agreement, including, but not limited to, its costs and expenses of the negotiations leading up to this Agreement, and of its performance and compliance with this Agreement.

Section 10.9. INTERPRETATION.

A. When a reference is made in this Agreement to a Section, Article, or Exhibit, such reference shall be to a Section or Article of, or Exhibit to, this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

B. The words “include,” “includes,” and “including” when used in this Agreement shall be deemed in such case to be followed by the phrase “, but not limited to,”. Words used in this Agreement, regardless of the number or gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context shall require.

C. The provisions of the Act and the Comptroller’s Rules are incorporated by reference as if fully set forth in this Agreement. In the event of a conflict, the conflict will be resolved by reference to the following order of precedence:

- i. The Act;
- ii. The Comptroller's Rules as they exist at the time the Agreement is executed, except as allowed in the definition of Qualified Property in Section 1.1; and
- iii. This Agreement and its Attachments including the Application as incorporated by reference.

Section 10.10. EXECUTION OF COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

Section 10.11. PUBLICATION OF DOCUMENTS. The Parties acknowledge that the District is required to publish the Application and its required schedules, or any amendment thereto; all economic analyses of the proposed project submitted to the District; and the approved and executed copy of this Agreement or any amendment thereto, as follows:

A. Within seven (7) days of receipt of such document, the District shall submit a copy to the Comptroller for publication on the Comptroller's Internet website;

B. The District shall provide on its website a link to the location of those documents posted on the Comptroller's website;

C. This Section does not require the publication of information that is confidential under Section 313.028 of the TEXAS TAX CODE.

Section 10.12. CONTROL; OWNERSHIP; LEGAL PROCEEDINGS. The Applicant shall immediately notify the District in writing of any actual or anticipated change in the control or ownership of the Applicant and of any legal or administrative investigations or proceedings initiated against the Applicant related to the project regardless of the jurisdiction from which such proceedings originate.

Section 10.13. DUTY TO DISCLOSE. If circumstances change or additional information is obtained regarding any of the representations and warranties made by the Applicant in the Application or this Agreement, or any other disclosure requirements, subsequent to the date of this Agreement, the Applicant's duty to disclose continues throughout the term of this Agreement.

Section 10.14. CONFLICTS OF INTEREST.

A. The District represents that, after diligent inquiry, each local public official or local government officer, as those terms are defined in Chapters 171 and 176 of the TEXAS LOCAL GOVERNMENT CODE, has disclosed any conflicts of interest in obtaining or performing this Agreement and related activities, appropriately recused from any decisions relating to this Agreement when a disclosure has been made, and the performance of this Agreement will not create any appearance of impropriety. The District represents that it, the District's local public

officials or local government officer, as those terms are defined in Chapters 171 and 176 of the TEXAS LOCAL GOVERNMENT CODE, have not given, nor intend to give, at any time hereafter, any future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant, employee, or representative of the other Party or the State of Texas in connection with this Agreement.

B. The Applicant represents that, after diligent inquiry, each of its agents, as defined in Chapter 176 of the TEXAS LOCAL GOVERNMENT CODE, involved in the representation of the Applicant with the District has complied with the provisions of Chapter 176 of the TEXAS LOCAL GOVERNMENT CODE. The Applicant represents that it and its agents, as defined in Chapter 176 of the TEXAS LOCAL GOVERNMENT CODE, have not given, nor intend to give, at any time hereafter, any future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant, employee, or representative of the other Party or the State of Texas in connection with this Agreement.

C. The District and the Applicant each separately agree to notify the other Party and the Comptroller immediately upon learning of any conflicts of interest.

Section 10.15. PROVISIONS SURVIVING EXPIRATION OR TERMINATION. Notwithstanding the expiration or termination (by agreement, breach, or operation of time) of this Agreement, the provisions of this Agreement regarding payments (including liquidated damages and tax payments), reports, records, and dispute resolution of the Agreement shall survive the termination or expiration dates of this Agreement until the following occurs:

- A. all payments, including liquidated damage and tax payments, have been made;
- B. all reports have been submitted;
- C. all records have been maintained in accordance with Section 8.6.A; and
- D. all disputes in controversy have been resolved.

Section 10.16. FACSIMILE OR ELECTRONIC DELIVERY.

A. This Agreement may be duly executed and delivered in person, by mail, or by facsimile or other electronic format (including portable document format (pdf) transmitted by e-mail). The executing Party must promptly deliver a complete, executed original or counterpart of this Agreement to the other executing Parties. This Agreement shall be binding on and enforceable against the executing Party whether or not it delivers such original or counterpart.

- B. Delivery is deemed complete as follows:
- i. When delivered if delivered personally or sent by express courier service;
 - ii. Three (3) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested;

- iii. When transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine; or
- iv. When the recipient, by an e-mail sent to the e-mail address for the executing Parties acknowledges having received that e-mail (an automatic "read receipt" does not constitute acknowledgment of an e-mail for delivery purposes).

[signatures follow on next page]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties in multiple originals on this 28th day of November, 2016.

RES CACTUS FLATS WIND ENERGY, LLC

EDEN CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT

BY: _____

NAME: _____

TITLE: _____

BY: _____

NAME: _____

TITLE: _____

ATTEST:

BY: _____

NAME: _____

TITLE: _____

EXHIBIT 1

DESCRIPTION AND LOCATION OF ENTERPRISE OR REINVESTMENT ZONE

The Concho County Commissioners Court passed Order Creating Concho County Reinvestment Zone, Cactus Flats No. 1 on April 26, 2016, which is more particularly described below.

CACTUS FLATS **LEGAL DESCRIPTION**

DAVID BUNGER JR. AND WIFE, LORNA BUNGER

TRACT ONE

BEING all of Survey No. 67, Block 8, H. & T.C. Ry. Co., Abstract No. 415, Concho County, Texas.

TRACT TWO

BEING 320 acres of land, more or less, located in the Southwest part of Concho County, Texas, the same comprising all of the North one-half (N/2) of H.C. Bunger Survey No. 68, Abstract No. 1687.

TRACT THREE

BEING all of the South one-half (S/2) of Survey No. 68, Abstract No. 1687, Original Grantee H.C. Bunger, Certificate 41/5188, Block 8, H. & T.C. R.R. Co., Concho County, Texas.

The above described land is the identical land heretofore conveyed by Mrs. Fannie E. Bunger unto Mrs. Cora Bunger Farnsworth by Gift Deed dated April 5, 1946, and recorded in Volume 63, Page 386, Deed Records, Concho County, Texas, and said deed and the record thereof are both here referred to for all purposes.

TRACT FOUR

BEING the West one-half (W/2) of H. & T.C. RR. Co. Survey No. 73, Certificate 41/5191, Block 8, Abstract No. 418, Patent 366, Volume 7, containing 320 acres of land, more or less, and being the identical land conveyed by H.C. Bunger, et ux, to Antonia Bunger by General Warranty Deed dated October 23, 1929, and duly recorded in Volume 37, Page 317, Deed Records, Concho County, Texas; and said Deed together with the record thereof are both here referred to and made a part hereof for all purposes.

TRACT FIVE

BEING 128.7 acres of land out of the East one-half (E/2) of H. & T.C. RR Co. Survey No. 73, Certificate 41/ 5191, Block 8, Abstract No. 418, described by metes and bounds as follows, to-wit:

BEGINNING at a st md in the center of the Fort McKavett Road for the N.W. cor of this part of said Survey No. 73, and which is also the N.E. corner of the above described Tract No. Four;

THENCE E. 947 vrs to st md for N.E. cor this Survey;

THENCE S. 455 vrs to st md;

THENCE W. 715 vrs;

THENCE S. 0 30 E. 1262 vrs to the center of the public road on the N. line of a tract of land heretofore owned by Mrs. Belle C. Wilson;

THENCE W. 235 1/2 vrs to the S.W. corner of this tract;

THENCE N. 0 30 W. 1714 vrs to the PLACE OF BEGINNING.

The above described Tract is the identical land conveyed by Bina Wilson , a widow, to Antonio Bunger, by General Warranty Deed dated June 10, 1944, duly recorded in Volume 57, Page 556, Deed Records, Concho County, Texas; and said deed and the record thereof are both here referred to and made a part hereof for all purposes.

Agreement for Limitation on Appraised Value
Between Eden Cisd and RES Cactus Flats Wind Energy, LLC
(App No. 1136), November 28, 2016
Exhibit 1 – Page 1

Texas Economic Development Act Agreement
Comptroller Form 50-826 (Jan 2016)

TRACT SIX

BEING 57 acres of land out of the S.E. corner of the South one-half (S/2) of Survey No. 72, H. C. Bunger, Abstract No. 1685, described by metes and bounds as follows, to-wit:

BEGINNING at the S.E. corner of said Survey No. 72;

THENCE N. along the E. line of said Survey, 475 vrs to a corner;

THENCE W. and parallel with the S. line of said Survey, 677.3 vrs to a corner;

THENCE S. and parallel with the E. line of said Survey, 475 vrs to cor in S. line;

THENCE E. along said S. line, 677.3 vrs TO THE BEGINNING; and being the identical land conveyed by H.F. Bunger, a single man, to Mrs. Antonio Bunger, by General Warranty Deed dated April 8, 1946, duly recorded in Volume 63, Page 393, Deed Records, Concho County, Texas; and said deed together with the record thereof are both here referred to and made a part hereof for all purposes;

TRACT SEVEN

BEING 57 acres of land out of the Northeast corner of the South one-half (S/2) of H.C. Bunger Survey No. 72, Abstract No. 1685, described by metes and bounds as follows, to-wit:

BEGINNING at a point in the East line of said Survey No. 72, 475 vrs N. of the S.E. corner of said Survey No. 72;

THENCE N. with said E. line, 475 vrs to the N.E. corner of the S. 323 acres of said Survey No. 72, and being the N.E. corner of the land in said Survey formerly belonging to Mrs. Fannie E. Bunger;

THENCE W. and parallel with the E. line of said Survey, 677.3 vrs to a corner;

THENCE S. and parallel with E. line of said Survey, 475 vrs to corner, same being the N.W. corner of a 57 acre tract formerly deeded to H.F. Bunger;

THENCE E. and parallel with the S. line of said Survey, 677.3 vrs to the PLACE OF BEGINNING; and being the identical land conveyed by Mrs. F.E. Bunger to Antonio Bunger, by General Warranty Deed dated April 4, 1946, and duly recorded in Volume 63, Page 382, Deed Records, Concho County, Texas, and said deed together with the record thereof are both here referred to and made a part hereof for all purposes; SAVE AND EXCEPT the following described forty (40) acre tract of land heretofore conveyed by Judy Bunger Crawford et al unto Thomas J. Salvato et ux by deed dated June 4, 1982, and duly recorded in Volume 131, Page 654, Deed Records, Concho County, Texas:

BEING 40 acres of land out of the N.E. corner of the South one-half (S/2) of Survey No. 72, Abstract No. 1685, in the name of H.C. Bunger, and said 40 acres is further described as being the North 40 acres out of the North 57 acre tract of two certain 57 acre tracts owned by Judy Bunger Crawford et al, out of the East part of the South one-half (S/2) of said H.C. Bunger Survey No. 72, and said 40 acre tract being described by metes and bounds as follows, to-wit:

BEGINNING at a point in middle of lane for the N.E. corner of the South one-half (S/2) of said Survey No. 72, said point being the S.E. corner of the North one-half (N/2) of said Survey No. 72, owned by the estate of Will Lapp, deceased, for the N.E. corner of this tract;

THENCE S. along the middle of said lane a distance of 332.3 vrs to point for the S.E. corner of this tract, said point being located fifteen (15) feet E, of stake set in E. fence line of said North 57 acre tract;

THENCE W. and parallel with the N. line of the South one-half (S/2) of said Survey No. 72, a distance of 681.84 vrs to stk set in E. fence line of a 209 acre tract of land owned by George Bunger which is also the W. fence line of said North 57 acre tract, for the S.W. corner of this tract;

THENCE N. along the common fence line between said George Bunger tract and said North 57 acre tract, a distance of 332.3 vrs to fence corner post in S. line of the North one-half (N/2) of said Survey No. 72, owned by Estate of Will Lapp, deceased, for the N.E. corner of said George Bunger 209 acres and for the N.W. corner of said N. 57 acre tract for the N.W. corner of this tract;

THENCE E. along N. line of South one-half (S/2) of said Survey No. 72, and the S. line of the North one-half (N/2) of said Survey owned by Will Lapp, deceased estate, and along common fence line between said Will Lapp Estate tract and said N. 57 acre tract, a distance of 681.84 vrs to the PLACE OF BEGINNING.

TRACT EIGHT

BEING 209.5 acres, more or less, the same comprising all of the South One-half (S/2) of H. & T.C. Ry. Co. Survey No. 72, Block 8, Certificate 41/5190, Abstract No. 1685, which was patented by the State of Texas to H. Bunger on February 16, 1923, by Patent No. 141, Volume 17A, for 323.5 acres of land; SAVE AND EXCEPT the following two tracts of land, to-wit:

- a. 57 acres of land out of the S.E. corner of S/2 Survey No. 72, H. & T.C. Ry. Co. Certificate 41/5190, Abstract No. 1685, and being the identical land conveyed by Mrs. Frances E. Bunger to H. F. Bunger by Gift Deed dated April 4, 1946, and which Deed is duly recorded in Volume 63, Page 384, Deed Records, Concho County, Texas; and
- b. 57 acres of land out of the N.E. corner of S/2 Survey No. 72, H. & T.C. Ry. Co., Certificate 41/5190, Abstract No. 1685, and being the identical land conveyed by Mrs. Frances E. Bunger to Antonio Bunger by Deed dated April 4, 1946, and recorded in Volume 63, Page 382, Deed Records, Concho County, Texas.

JUDY BUNGER CRAWFORD

TRACT ONE

BEING all of the West one-half (W/2) of H. & T.C. Ry. Co. Survey No. 75, Certificate 41/5192, Abstract No. 419, Block 8, Concho County, Texas, containing 325 acres, more or less.

TRACT TWO

BEING all of the South one-half (S/2) of H. & T.C. Ry. Co. Survey No. 66, Certificate 41/5187, Abstract No. 1686, Block 8, Concho County, Texas, containing 320 acres, more or less.

TRACT THREE

BEING 321.33 acres in Concho County, Texas known as the West one-half (W/2) of Section 74, Block 8, H. & T.C. R.R. Co., Certificate 47/5191, Abstract No. 1684, and more particularly described by metes and bounds as follows and incorporated herein:

BEING 321.33 acres in Concho County, Texas known as the West one-half (W/2) of Section 74, Block 8, H. & T.C. R.R. Co., Certificate 47/5191, Abstract No. 1684, and more particularly described as follows:

BEGINNING at a 1" iron pipe locate at the N. W. corner of Survey No. 75, at the N. E. corner of Survey No. 66, and at the S. E. corner of Survey No. 67, all in the name of H. & T.C. R.R. Co., Block 8 for the S. W. corner of this Survey and from which an Old Axle at fence corner located at the patented S. E. corner of Survey No. 62, same Block, bears West, 1904.5 varas;

THENCE with the North line of said Survey No. 75, East 952.25 varas to a point under N-S fence for the S. E. corner of this Survey, and being located at the Patented S. W. corner of the East one-half (E/2) of said Survey No. 74;

THENCE with said fence and with the patented West line of said East one-half (E/2) Survey No. 74, North 1905.0 varas to a fence corner located at the Patented N. W. corner of said East one-half (E/2), Survey No. 74 and in the South line of Survey No. 73, Block 8, H. & T.C. R.R. Co., being the N. E. corner of this Survey;

THENCE fence and the South line of said Survey No. 73, West 952.25 varas to a fence corner located at the S. W. corner of said Survey No. 73 at the N. E. corner of said Survey No. 67 and at the S. E. corner of Survey No. 68, Block 8, H. & T.C. R.R. Co., being the N. W. corner of this Survey;

THENCE with the East line of said Survey No. 67, South 1905.0 varas to the PLACE OF BEGINNING.

TRACT FOUR

BEING all of the North one-half (N/2) of Survey No. 66, Block 8, H. & T.C. Ry. Co., Abstract No. 1686, Concho County, Texas.

Agreement for Limitation on Appraised Value
Between Eden Cisd and RES Cactus Flats Wind Energy, LLC
(App No. 1136), November 28, 2016
Exhibit 1 – Page 3

Texas Economic Development Act Agreement
Comptroller Form 50-826 (Jan 2016)

EXHIBIT 1

**JERRY R. CUNNINGHAM OR NANCY S. CUNNINGHAM, TRUSTEE OF THE JERRY R. CUNNINGHAM REVOCABLE TRUST
DECLARATION DATED JUNE 30, 2004, AND NANCY S. CUNNINGHAM OR JERRY R. CUNNINGHAM, TRUSTEE OF THE NANCY S.
CUNNINGHAM REVOCABLE TRUST DECLARATION DATED JUNE 30, 2004**

BEING all that certain tract of land situated in Concho County, Texas comprising a total of 450.304 acres of land out of and a part of the following Surveys:

J.E. Henderson Survey No. 32, Block 8, Abstract No. 1892 - 196.515 acres, H. & T.C. R.R. Co. Survey No. 33, Block 8, Abstract No. 398 - 253.789 acres. Said 450.304 acres being out of a 6013.45 acre parent tract conveyed by Jerry L. Tinkler and Cara C. Huffman to S&S Miller Ranch, L.P., by Deed recorded July 29, 2003 in Volume 209, Page 103, et seq., of the Concho County Official Public Records, of which, 4.271 acres out of said 450.304 acre tract being in Concho County Road No. 2275.

JOHN EDWARD DAVIS AND WM. KEITH DAVIS

(The legal description for this property shall only include those portions situated in Concho County, Texas)

BEING 2539.59 acres in Menard and Concho Counties, Texas, containing 1591.022 acres in Menard County with approximately 321.499 acres out of the H. & O.B. Railroad Company Survey No. 69, Abstract No. 429; 250.535 acres out of the T. Green Survey No. 4, Abstract No. 1404; 250.413 acres out of the T. Green Survey No. 3, Abstract No. 1403; 182.088 acres out of the T. Green Survey No. 5, Abstract No. 1405; 233.288 acres out of the Fred Speck Survey No. 70, Abstract No. 1720; 171.777 acres out of the Fred Speck Survey No. 6, Abstract No. 1801; 83.521 acres out of the T. Green Survey No. 2, Abstract No. 1402; 69.200 acres out of the I. & G.N. Railroad Company Survey No. 6, Abstract No. 1255; 21.451 acres out of the A.G. Nason Survey No. 8, Abstract No. 1101; 6.123 acres out of the F. Wilhelm Survey No. 112 ½, Abstract No. 1888; and 1.127 acres out of the B. & B. Survey No. 7, Abstract No. 125; and 948.568 acres in Concho County with approximately 258.487 acres out of the T. Green Survey No. 4, Abstract No. 1618; 257.848 acres out of the T. Green Survey No. 3, Abstract No. 1617; 188.058 acres out of the T. Green Survey No. 5, Abstract No. 1619; 153.946 acres out of the Fred Speck Survey No. 6, Abstract No. 1818; and 90.229 acres out of the T. Green Survey No. 2, Abstract No. 1616; and being a combination of portions of those certain tracts described as 1210.7 acres in a deed to Richard W. Davis recorded in Volume 148, Page 442 of the Menard County Official Public Records, 1216.8 acres in a deed to J.A. & Nancy Davis recorded in Volume 198, Page 589 of the Concho County Official Public Records, and 1024.49 acres in a deed to J.A. Davis recorded in Volume 138, Page 644 of the Menard County Official Public Records.

BEGINNING at an 8" cedar "T" corner post, fence bears east, in common line of the H. & T.C. Railroad Company Survey No. 65, Abstract No. 414 and said Survey No. 2, and the south line of that certain tract described in a deed Rudloff Family Partnership, Ltd, L.L.P., recorded in Volume 197, Page 770 of the Concho County Official Public Records for the N.W. corner of that certain tract described as 306.94 acres in a deed to Steven M. Norman recorded in Volume 167, Page 21 of the Menard County Official Public Records, the N.E. corner of said 1216.8 acres, and the N.E. corner hereof;

THENCE along a fence for the west line of said 306.94 acres, the east line of said 1216.8 acres, and the east line hereof S 01°00'10" W a distance of 1748.92 feet to an 8" cedar "T" corner post, fence bears northeast, and S 00°56'31" W a distance of 1730.99 feet to a railroad tie "T" corner post, fence bears east, for the N.W. corner of that certain tract described as 300.76 acres in a deed to T.R. Norman recorded in Volume 167, Page 21 of the Menard County Official Public Records, and the S.W. corner of said 306.94 acres;

THENCE along a fence for the west line of said 300.76 acres, the east line of said 1216.8 acres, and the east line hereof S 00°57'11" W a distance of 2117.85 feet to a calculated point, S 00°44'57" W a distance of 1029.90 feet to a 2" galvanized pipe found for a common corner said Surveys No. 2 and No. 69, and S 00°42'51" W a distance of 1827.15 feet to a 2" galvanized pipe found for the common corner of said Surveys No. 112 ½ and No. 2 for the S.W. corner of said 300.76 acres, a re-entrant corner of said 1216.8 acres, and a re-entrant corner hereof;

THENCE along a fence for the common line of said Surveys No. 2 and No. 112 1/2, the south line of said 300.76 acres, a northerly line of said 1218.6 acres, and a northerly line hereof S 89°31'27" E a distance of 320.29 feet to a 2" galvanized pipe found for the common corner of the Owen Baker Survey No. 112, Abstract No. 1817 and said Survey No. 112 ½ for the N.W. corner of that certain tract described as 670.31 acres in a deed to Kaddo F. Kothmann recorded in Volume 136, Page 150 of the Menard County Official Public Records, an easterly corner of said 1216.8 acres, and an easterly corner hereof;

THENCE along a fence for the common line of said Surveys No. 112 and No. 112 ½ for the west line of said 670.31 acres, an easterly line of said 1216.8 acres, and an easterly line hereof S 00°20'07" W a distance of 825.90 feet to a 120d nail found for the N.E. corner of said 1024.49 acres, the S.E. corner of said 1216.8 acres, and the most easterly S.E. corner hereof;

Agreement for Limitation on Appraised Value
Between Eden Cisd and RES Cactus Flats Wind Energy, LLC
(App No. 1136), November 28, 2016
Exhibit 1 – Page 4

*Texas Economic Development Act Agreement
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THENCE along a fence for an occupational northerly line of said 1024.49 acres, a southerly line of said 1216.8 acres, and a southerly line hereof N 89°23'45" W a distance of 4665.33 feet to a 3" pipe "T" corner post, fence bears northeast, and N 89°24'48" W a distance of 839.65 feet to a 3" pipe "L" corner post for a re-entrant corner hereof;

THENCE along a fence for a division line of said 1024.49 acres for an easterly line hereof
S 24°52'31" W a distance of 800.68 feet to a 2.5" pipe angle post,
S 13°31'26" W a distance of 214.85 feet to a 2.5" pipe angle post,
S 09°40'09" E a distance of 1318.74 feet to a 2.5" pipe angle post,
S 08°26'22" E a distance of 790.08 feet to a ½" steel stake,
S 29°23'46" W a distance of 1140.86 feet to a ½" steel stake,
S 63°27'17" E a distance of 86.99 feet to a ½" steel stake,
S 29°08'26" W a distance of 76.02 feet to a ½" steel stake,
S 63°45'46" W a distance of 87.84 feet to a ½" steel stake,
S 29°53'35" W a distance of 255.66 feet to a 2.5" pipe angle post, and
S 18°09'29" W a distance of 16.43 feet to a 3" pipe 4-way corner post for an easterly corner of that certain tract described as 1705.673 acres in a deed to Victoria Davis Ray recorded in Volume 138, Page 644 of the Menard County Official Public Records, a re-entrant corner of said 1024.90 acres, and the most southerly S.E. corner hereof;

THENCE along a fence for a northerly line of said 1705.673 acres, a southerly line of said 1024.49 acres, and a southerly line hereof N 87°19'50" W a distance of 418.23 feet to a ½" steel stake found for a re-entrant corner of said 1705.673 acres, a southerly corner of said 1024.49 acres, and a southerly corner hereof;

THENCE along a fence for an easterly line of said 1705.673 acres, a westerly line of said 1024.49 acres, and a westerly line hereof N 05°33'51" W a distance of 145.10 feet to a calculated point,
S 89°03'33" W a distance of 138.98 feet to a calculated point,
N 00°00'00" W a distance of 22.39 feet to a calculated point,
N 42°41'57" E a distance of 850.31 feet to a calculated point,
N 22°42'06" E a distance of 29.66 feet to a calculated point,
N 02°43'50" W a distance of 1499.61 feet to a calculated point,
N 02°24'00" W a distance of 2394.64 feet to a calculated point, and
N 02°12'40" W a distance of 741.82 feet to a calculated point at a "T" fence intersection, fence bears east, for the N.E. corner of said 1705.673 acres, the S.E. corner of said 1210.7 acres, the most westerly S.W. corner of said 1216.8 acres, and a re-entrant corner hereof;

THENCE along a fence for a northerly line of said 1705.673 acres, a southerly line of said 1210.7 acres, and a southerly line hereof, N 89°28'10" W a distance of 2118.53 feet to a 4" cedar "T" corner post, fence bears north,
N 89°26'53" W a distance of 744.33 feet to a 120d nail found, and
N 89°27'55" W a distance of 1615.19 feet to a 120d nail found by an "L" corner post in the common line of said Speck Survey No.6 and said Survey No. 70 for the most northerly N.W. corner of said 1705.673 acres, a re-entrant corner of said 1210.7 acres, and a re-entrant corner hereof;

THENCE along a fence for the common line of said Speck Survey No. 6 and said Survey No. 70, the west line of said 1705.673 acres, an easterly line of said 1210.7 acres, and an easterly line hereof S 00°48'08" W a distance of 583.27 feet to a 1.25" galvanized iron pipe found in the west line of said Survey No. 70 for the S.E. corner of said Speck Survey No. 6, a re-entrant corner of said 1705.673 acres, a southerly corner of said 1210.7 acres, and a southerly corner hereof;

THENCE along a fence for the south line of said Speck Survey No. 6, a northerly line of said Survey No. 70, a northerly line of said 1705.673 acres, a southerly line of said 1210.7 acres, and a southerly line hereof, N 89°29'39" W a distance of 24.92 feet to a 1.25" galvanized iron pipe found for the N.E. corner of the Fred Speck Survey No. 130, Abstract No. 1721, the most westerly N.W. corner of said Survey No. 70, and the most westerly N.W. corner of said 1705.673 acres;

THENCE along a fence for the common line of said Speck Survey No. 6 and said Survey No. 130, a northerly line of said 1705.673 acres, a southerly line of said 1210.7 acres, and a southerly line hereof, S 89°38'53" W a distance of 208.00 feet to a 2" pipe "T" corner post, fence bears south, in an occupational easterly line of that certain tract described as 2260.49 acres in a deed to Dora Wright recorded in Volume 153, Page 149 of the Menard County Official Public Records and Volume

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174, Page 65 of the Concho County Official Public Records for the most westerly N.W. corner of said 1705.673 acres, a southwesterly corner of said 1210.7 acres, and a southwesterly corner hereof;

THENCE along a fence for an occupational easterly line of said 2260.49 acres, an occupational westerly line of said 1210.7 acres, and a westerly line hereof N 00°32'55" E a distance of 79.08 feet to a 4.5" pipe "L" corner post for an occupational easterly corner of said 2260.49 acres, a re-entrant corner of said 1210.7 acres, and a re-entrant corner hereof;

THENCE along a fence for an occupational northerly line of said 2260.49 acres, an occupational southerly line of said 1210.7 acres, and a southerly line hereof N 88°15'35" W a distance of 1905.81 feet to a 10" cedar "T" corner post, fence bears west, for an occupational re-entrant corner of said 2260.49 acres, the occupational S.W. corner of said 1210.7 acres, and the S.W. corner hereof;

THENCE along an occupational easterly line of said 2260.49 acres, an occupational westerly line of said 1210.7 acres, and a westerly line hereof N 00°30'59" E a distance of 1730.54 feet to a calculated point in the occupational common line of said Survey No. 6 for a re-entrant corner of said 2260.49 acres, the most westerly N.W. corner of said 1210.7 acres, and the occupational most westerly N.W. corner hereof;

THENCE along the occupational common line of said Survey No. 6, a southerly line of said 2260.49 acres, a northerly line of said 1210.7 acres, and a northerly line hereof N 89°59'12" E a distance of 566.69 feet to a ½" iron pipe found for an easterly corner of said 2260.49 acres, a re-entrant corner of said 1210.7 acres, and a re-entrant corner hereof;

THENCE along an easterly line of said 2260.49 acres, a westerly line of said 1210.7 acres, and a westerly line hereof N 00°11'39" E a distance of 6755.44 feet to a calculated point in the common line of the H. & T.C. Railroad Company Survey No. 49, Abstract No. 406 and said Speck Survey No. 6, the south line of that certain "Tract 1" described in a deed to Ralph M. Ebeling, Jr., recorded in Volume 188, Page 614 of the Concho County Official Public Records for the N.E. corner of said 2260.49 acres, the most northerly N.W. corner of said 1210.7 acres, and the most northerly N.W. corner hereof;

THENCE along a fence for the common line of said Speck Survey No. 6 and said Survey No. 49, the south line of said "Tract 1", the north line of said 1210.7 acres, and the north line hereof S 89°54'33" E a distance of 1983.13 feet to a 2" galvanized iron pipe for the common corner of said Speck Survey No. 6 and said Survey No. 5;

THENCE along a fence for the common line of said Survey No. 5 and said Survey No. 49, the south line of said "Tract 1", the north line of said 1210.7 acres, and the north line hereof S 89°58'58" E @ 11135.58 feet passing a fence intersection for a common corner of the G.A. Conant Survey No. 64, Abstract No. 1257 and said Survey No. 49, the S.E. corner of said "Tract 1", and the S.W. corner of that certain "Tract 6" described in a deed to Ralph M. Ebeling, Jr., recorded in Volume 188, Page 614 of the Concho County Official Public Records for a total distance for this course of 2430.90 feet to a 1.25" galvanized iron pipe for the common corner of said Surveys No. 5 and No. 4;

THENCE along a fence for the common line of said Survey No. 4 and said Survey No. 64, the south line of said "Tract 6", the north line of said 1210.7 acres, and the north line hereof S 89°53'21" E @ approximately 1672.38 feet passing the N.E. corner of said 1210.7 acres, and the N.W. corner of said 1216.8 acres for a total distance for this course of 3344.77 feet to a 2" galvanized iron pipe for the common corner of said Surveys No. 4 and said Survey No. 3;

THENCE along a fence for the common line of said Survey No. 3 and said Survey No. 64, the south line of said "Tract 6", the north line of said 1216.8 acres, and the north line hereof S 89°52'26" E @ 642.58 feet passing a fence intersection for a common corner of said Surveys No. 64 and No. 65, the S.E. corner of said "Tract 6", and the S.W. corner of said "Rudloff" tract for a total distance for this tract of 3343.26 feet to a 1.5" galvanized angle iron for the common corner of said Surveys No. 3 and No. 2;

THENCE along a fence for the common line of said Survey No. 2 and said Survey No. 65, the south line of said "Rudloff" tract, the north line of said 1216.8 acres, and the north line hereof N 89°36'34" E a distance of 1198.83 feet to the POINT OF BEGINNING, having an area of 2539.59 acres.

RALPH M. EBELING, JR. AND DIANN W. EBELING

BEING approximately 5, 175.41 acres of land out of the following described tracts of land:

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TRACT ONE

649.41 acres of land being all of Section 49, Block 8, H. & T.C. Ry. Co. Survey, Certificate 41/5179, Abstract No. 406;

TRACT TWO

650.10 acres of land being all of Section 50, Block 8, H. & T.C. Ry. Co. Survey, Certificate 41/5179, Abstract No. 1254;

TRACT THREE

650.18 acres of land being all of Section 51, Block 8, H. & T.C. Ry. Co. Survey, Certificate 41/5180, Abstract No. 407;

TRACT FOUR

647.63 acres of land being all of Section 52, Block 8, Sherman Conant, Original Grantee, Certificate 41/5180, Abstract No. 1262;

TRACT FIVE

644.99 acres of land being all of Section 61, Block 8, H. & T.C. Ry. Co. Survey, Certificate 41/5185, Abstract No. 412;

TRACT SIX

645.97 acres of land being all of Section 62, Block 8, G.A. Conant, Original Grantee, Certificate 41/5185, Abstract No. 1258;

TRACT SEVEN

674.04 acres of land being all of Section 63, Block 8, H. & T.C. Ry. Co. Survey, Certificate 41/5186, Abstract No. 413;

TRACT EIGHT

648.19 acres of land being all of Section 64, Block 8, G.A. Conant, Original Grantee, Certificate 41/5186, Abstract No. 1257;

All of the above described tracts of land being located in Concho County, Texas.

THE EDEN RANCH TRUST FOR NANCY HOPKINS

BEING 722.611 acres in Concho County, Texas, out of the H. & T.C. Railroad Company Block 8, and containing approximately 305.022 acres out of Survey No. 35, Abstract No. 399; 225.216 acres out of the Sherman Conant Survey No. 30, Abstract No. 1149; 87.448 acres out of the Sherman Conant Survey No. 34, Abstract No. 1263; 73.594 acres out of Survey No. 31, Abstract No. 397; 18.840 acres out of the Sherman Conant Survey No. 36, Abstract No. 1264; and 12.491 acres out of Survey No. 29, Abstract No. 395, and being out of that certain parent tract described as 3116.673 acres in a deed to Harlan Lary Priour recorded in Volume 215, Page 13 of the Concho County Official Public Records.

BEGINNING at a calculated point in the road bed of County Road 2275, and in the west line of said parent tract for the S.W. corner hereof, from which a ½" steel stake bears S 89°59'57" E a distance of 21.15 feet;

THENCE in the road bed of County Road 2275 with the west line of said parent tract, and the west line hereof N 00°03'08" E a distance of 1729.03 feet to a calculated point in the common line of said Surveys No. 30 and No. 31, from which a stone mound with 60d nail found bears S 89°40'29" E a distance of 1861.11 feet, N 00°28'39" E a distance of 5267.35 feet to a calculated point in the common line of said Surveys No. 29 and No. 30, from which a stone mound with 60d nail found bears S 89°47'43" E a distance of 1862.50 feet, and N 00°35'54" E a distance of 289.01 feet to a calculated point for the S.W. corner of a northerly 719.511 acre (net) partition tract of said parent tract and that certain tract described as 1832.214 acres in a deed to Edna E. Priour Trust recorded in Volume 218, Page 79 of said Official Public Records, and the N.W. corner hereof, from which a ½" steel stake bears N 89°57'57" E a distance of 22.79 feet;

THENCE along a division line of said parent tract for the south line of said northerly 719.511 (net) acres, and the north line hereof N 90°00'00" E a distance of 4623.42 feet to a ½" steel stake for the N.W. corner of a 116.939 acre partition tract of said parent tract and said 1832.214 acres, and the N.E. corner hereof;

THENCE along a division line of said parent tract for the west line of said 116.939 acres, and the east line hereof S 05°12'39" W @ 2785.70 passing the S.W. corner of said 116.939 acres, and the N.W. corner of a 212.766 acre partition tract of said parent tract for a total distance for this course of 7315.48 feet to a ½" steel stake for the S.W. corner of said 212.766 acres, and the S.E. corner hereof;

THENCE along a division line of said parent tract for the south line hereof N 89°59'57" W a distance of 4007.52 feet to the POINT OF BEGINNING, having an area of 722.611 acres, and with 3.100 acres lying in County Road 2275 for a total of 719.511 net acres, of which 253.637 acres lies within "Trust" lands.

THOMAS F. JEFFCOAT AND KETHLEEN M. JEFFCOAT

BEING 714.454 acres in Concho County, Texas, out of the H. & T.C. Railroad Company Block 8, and containing approximately 503.313 acres out of the Sherman Conant Survey No. 36, Abstract No. 1264, and 211.141 acres out of Survey No. 29, Abstract No. 396, and being out of that certain parent tract described as 731.037 acres in a deed to Gary D. Priour recorded in Volume 265, Page 1 of the Concho County Official Public Records, and being further described as follows:

BEGINNING at a calculated point in the intersection of County Road 2264 and County Road 2275 in the North line of said Block 8, the common line of the Mrs. P. Cropper Survey No. 107, Abstract No. 1564 and said Survey No. 29, and the South line of that certain tract described as 2105.72 acres in a deed to Earl R. Bruno, et al, recorded in Volume 152, Page 37 of the Concho County Deed Records for the N.E. corner of that certain tract described as 6511.51 acres in a deed to Bill Upton, et ux (Eloise), described in Volume 138, Page 117 of said Deed Records, the N. W. corner of said parent tract, and the N.W. corner hereof, from which ½" steel stakes found bear S 19°59'27" E a distance of 103.44 feet, and S 63°23'43" E a distance of 132.25 feet;

THENCE in the road bed of County Road 2264 along the North line of said Block 8, the common line of said Surveys No. 107 and No. 29, the South line of said 2105.72 acres, the North line of said parent tract, and the North line hereof S 89°50'05" E a distance of 6232.71 feet to a calculated point for the N.W. corner of a 16.583 acre partition tract of said parent tract, and the N.E. corner hereof, from which a ½" steel stake bears S 00°26'41" W a distance of 62.08 feet;

THENCE along a fence for a division line of said parent tract, the West line of said 16.583 acres, and the East line hereof S 00°26'51" W a distance of 672.50 feet to a 3/8" steel stake found,
S 00°31'07" W a distance of 1054.88 feet to a 3/8" steel stake found,
S 00°26'19" W a distance of 1013.58 feet to a 3/8" steel stake found,
S 00°27'40" W a distance of 1108.21 feet to a 3/8" steel stake found, and
S 00°24'14" W a distance of 1130.71 feet to a 3/8" steel stake found in a northerly line of that certain tract described as 116.939 acres in a deed to Lary Priour recorded in Volume 266, Page 451 of said Official Public Records, and the South line of said parent tract for the S.W. corner of said 16.583 acres, and the S.E. corner hereof;

THENCE along a northerly line of said 116.939 acres, the South line of said parent tract, and the South line hereof N 90°00'00" W @ 1621.78 feet passing the N.E. corner of that certain tract described as 722.611 acres in a deed to Wesley Hopkins (Trustee) recorded in Volume 265, Page 358 of said Official Public Records, and the N.W. corner of said 116.939 acres for a total distance of 6245.20 feet to a calculated point in the road bed of County Road 2275, and the East line of said 6511.51 acres for the N.W. corner of said 722.611 acres, the S.W. corner of said parent tract, and the S.W. corner hereof, from which a ½" steel stake bears N 89°58'57" E a distance of 22.79 feet;

THENCE in the road bed of County Road 2275 for the East line of said 6511.51 acres, the West line of said parent tract, and the West line hereof N 00°35'44" E a distance of 4997.97 feet to the POINT OF BEGINNING, having an area of 714.454 acres.

CHAS. & SOPHIE KOTHMANN RANCHES, LTD., a Texas limited partnership

(The legal description for this property shall only include those portions situated in Concho County, Texas)

TRACT ONE

BEING 619.98 acres of land, more or less, out of Newsom Gwatney Survey No. 10, Menard County Abstract No. 1387, Concho County Abstract No. 1607, as described in "PARCEL NINE" in that certain Special Warranty Deed dated June 11, 2008, recorded in Volume 220, Page 205, Official Public Records Menard County, Texas.

TRACT TWO

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BEING 301.07 acres of land, more or less, out of N. W. Gwatney Survey No. 11, Menard County Abstract No. 1357, Concho County Abstract No. 1606, as described in "PARCEL NINE" in that certain Special Warranty Deed dated June 11, 2008, recorded in Volume 220, Page 205, Official Public Records Menard County, Texas.

TRACT THREE

BEING 319.97 acres of land, more or less, out of J. W. Byrne Survey 7, Menard County Abstract No. 1156, as described in "PARCEL NINE" in that certain Special Warranty Deed dated June 11, 2008, recorded in Volume 220, Page 205, Official Public Records Menard County, Texas.

TRACT FOUR

BEING 114.93 acres of land, more or less, out of J. W. Byrne Survey 8, Menard County Abstract No. 1155, as described in "PARCEL NINE" in that certain Special Warranty Deed dated June 11, 2008, recorded in Volume 220, Page 205, Official Public Records Menard County, Texas.

TRACT FIVE

BEING 108.18 acres of land, more or less, out of Fred Speck Survey No. 6, Menard County Abstract No. 1801, Concho County Abstract No. 1888, as described in "PARCEL NINE" in that certain Special Warranty Deed dated June 11, 2008, recorded in Volume 220, Page 205, Official Public Records Menard County, Texas.

TRACT SIX

BEING 338.18 acres of land, more or less, out of Fred Speck Survey No. 7, Menard County Abstract No. 1800, Concho County Abstract No. 1887, as described in "PARCEL NINE" in that certain Special Warranty Deed dated June 11, 2008, recorded in Volume 220, Page 205, Official Public Records Menard County, Texas; and 30.43 acres of land, more or less, out of Fred Speck Survey No. 7, Menard County Abstract No. 1800, as described in "PARCEL TEN, TRACT ONE" in that certain Special Warranty Deed dated June 11, 2008, recorded in Volume 220, Page 205, Official Public Records Menard County, Texas, and as described in "PARCEL ONE" in that certain Special Warranty Deed dated June 11, 2008, recorded in Volume 255, Page 144, Official Public Records Concho County, Texas; and 128.30 acres of land, more or less, out of Fred Speck Survey No. 7, Menard County Abstract No. 1800, as described in "PARCEL TEN, TRACT TWO" in that certain Special Warranty Deed dated June 11, 2008, recorded in Volume 220, Page 205, Official Public Records Menard County, Texas; and 173.64 acres of land, more or less, out of Fred Speck Survey No. 7, Menard County Abstract No. 1800, as described in "PARCELELEVEN" in that certain Special Warranty Deed dated June 11, 2008, recorded in Volume 220, Page 205, Official Public Records Menard County, Texas.

TRACT SEVEN

BEING 26.06 acres of land, more or less, out of J. Hughes Survey No. 20, Menard County Abstract No. 1777, as described in "PARCEL NINE" in that certain Special Warranty Deed dated June 11, 2008, recorded in Volume 220, Page 205, Official Public Records Menard County, Texas; and 136.73 acres of land, more or less, out of J. Hughes Survey No. 20, Menard County Abstract No. 1777 as described in "PARCEL TEN, TRACT ONE" in that certain Special Warranty Deed dated June 11, 2008, recorded in Volume 220, Page 205, Official Public Records Menard County, Texas, and as described in "PARCEL ONE" in that certain Special Warranty Deed dated June 11, 2008, recorded in Volume 255, Page 144, Official Public Records Concho County, Texas; said 136.73 acres of land, more or less, out of Survey No. 20, J. Hughes, Original Grantee, Menard County Abstract No. 1777, Concho County Abstract No. 1865 as further described in "PARCEL ONE" in that certain Special Warranty Deed dated June 11, 2008, recorded in Volume 255, Page 144, Official Public Records Concho County, Texas.

TRACT EIGHT

BEING 162.79 acres of land, more or less, out of P. Easley, Original Grantee, Menard County Abstract No. 1764 as described in "PARCEL TEN, TRACT ONE" in that certain Special Warranty Deed dated June 11, 2008, recorded in Volume 220, Page 205, Official Public Records Menard County, Texas; same said tract being 162.79 acres of land, more or less, out of Survey No. 20, P. Easley, Original Grantee, Menard County Abstract No. 1764, Concho County Abstract No. 1863 as described in "PARCEL ONE" in that certain Special Warranty Deed dated June 11, 2008, recorded in Volume 255, Page 144, Official Public Records Concho County, Texas.

TRACT NINE

BEING 373.586 acres of land, more or less, out of the E.L.&R.R. Railroad Co. Survey No. 127, Menard County Abstract No. 923, Concho County Abstract No. 1613, as described in "PARCEL TWELVE" in that certain Special Warranty Deed dated June 11, 2008, recorded in Volume 220, Page 205, Official Public Records Menard County, Texas; SAVE AND EXCEPT 27.171 acres out of the E.L. & R.R. Railroad Co. Survey No. 127, Abstract No. 923 in Menard County, Texas and being out of and a part of that

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certain tract described as "Tract 1" in a deed from Earl Lynn Haley to Billy Dale, recorded November 4, 1994 in Vol. 146, Pg. 289 of the Concho County Deed Records.

TRACT TEN

BEING 297.41 acres of land, more or less, out of C.C.S.D. & R. G. N. G. Ry. Co. Survey No. 19, Concho County Abstract No. 1610 as described in "PARCEL ONE" in that certain Special Warranty Deed dated June 11, 2008, recorded in Volume 255, Page 144, Official Public Records Concho County, Texas; and 24.78 acres of land, more or less, out of C.C.S.D. & R. G. N. G. Ry. Co. Survey No. 19, Concho County Abstract No. 1610, as described in "PARCEL NINE" in that certain Special Warranty Deed dated June 11, 2008, recorded in Volume 220, Page 205, Official Public Records Menard County, Texas.

TRACT ELEVEN

BEING 69.244 acres out of A B. & M. Survey No. 92, Abstract No. 1862 in Concho County, as described in "PARCEL THREE" in that certain Special Warranty Deed dated June 11, 2008, recorded in Volume 255, Page 144, Official Public Records Concho County, Texas.

CALVIN B. MCGOWAN

TRACT ONE

BEING a 3011.12 acre tract of land comprised of the following:

643.01 acres in Survey No. 42, Abstract No. 1185; 643.26 acres in Survey No. 55, Abstract No. 409; 296.95 acres in Survey No. 58, Abstract No. 1183; 482.30 acres in Survey No. 43, Abstract No. 403; 643.41 acres in Survey No. 54, Abstract No. 1182; and 302.19 acres in Survey No. 59, Abstract No. 411, all in H. & T.C. R.R. Co. Block 8, Concho County, Texas; said 3011.12 acre tract, also being part of the land described in Deed from P.A. Roche and wife to Mrs. Cora Loftin Henderson dated May 9, 1895 and recorded in Volume O, Page 325 of the Deed Records of Concho County, Texas, is described by metes and bounds as follows:

BEGINNING at a 1 ¼" iron pipe in stone mound found 2 feet North of a fence corner post from which a point for the N.W. corner of said Survey No. 42 and the S.W. corner of Survey No. 41 of Block 8 bears N.69°14'17"W. 38.16 feet;

THENCE South of the North line of Survey No. 42 and along or near the fenced South line of a "6263.58" acre tract described in Deed from Hy-Land Joint Venture to Eugene O. Beck, et al recorded in Volume 130, Page 408 of the Deed Records of Concho County, S.89°33'41"E. 5255.94 to a ½" iron rod in a 2" iron pipe set in the East line of Survey No. 42 and the West line of Survey No. 55 from which an old stone mound found for the S.E. corner of Survey No. 42, S.W. corner of Survey No. 55, N.W. corner of Survey No. 54 and N.E. corner of Survey No. 43 bears S.0°25'03"W. 5305.98 feet;

THENCE South of the North line of Survey No. 55 and continuing along or near said fenced South line, S.89°28'34"E., at 5290.17 feet cross the East line of Survey No. 55 from which a ½" iron rod set in an old stone mound found for the S.E. corner of Survey No. 55, S.W. corner of Survey No. 58, N.W. corner of Survey No. 59 and N.E. corner of Survey No. 54 bears S.0°24'06"W. 5286.02 feet, in all 5295.99 feet to a 1 ¼" galvanized iron pipe marked "SW 57" found on the South side of a fence corner post;

THENCE South of the North line of Survey No. 58, S.89°26'17"E. 2425.02 feet to a point for the N.E. corner of the tract described herein from which a 1 ¼" galvanized iron pipe marked "SE 57" found on the South side of a fence post for the patented S.W. corner of A.J. Caffey Survey No. 2, Abstract No. 1932 bears S.89°26'17"E. 2867.66 feet;

THENCE South, at 5276.36 feet cross the South line of Survey No. 58 and the North line of Survey No. 59 from which a ½" iron rod set in an old stone mound found for the S.E. corner of Survey No. 58, the N.E. corner of Survey No. 59, and the N.W. corner of Survey No. 70 of Block 8 bears S.89°40'04"E. 2823.39 feet, in all 10569.28 feet to a point in the South line of Survey No. 59 and North line of Survey No. 60 of Block 8 from which a ½" iron rod set in an old stone mound found for the S.E. corner of Survey No. 59, the S.W. corner of Survey No. 70, the N.W. corner of Survey No. 69, and the N.E. corner of Survey No. 60 of Block 8 bears S.89°41'17"E. 2792.54 feet;

THENCE with the South line of Survey No. 59, N.89°41'17"W. 544.77 feet to a point in the fence;

THENCE along or near said fence, N.0°16'20"E. 5.09 feet to a 4" iron pipe post;

THENCE along or near a fence, N.89°57'12"W. 1100.30 feet to a point in or near said fence in the South line of Survey No. 59;

THENCE with the South line of Survey No. 59 and North line of Survey No. 60 and a tract described in Deed from Aubrey W. Harrell to F.R. Owens dated February 15, 1974 and recorded in Volume 116, Page 245 of the Deed Records, N.89°41'17"W., at 861.71 feet and S.W. corner of Survey No. 59, N.W. corner of Survey No. 60, the N.E. corner of Survey No. 53 and S.E. corner of Survey No. 54, and continuing at 6147.8 pass a 4" iron pipe post at or near the N.W. corner of said Harrell to Owens tract, in all 6159.21 feet to a point for the S.W. corner of Survey No. 54, N.W. corner of Survey No. 53, N.E. corner of Survey No. 44, and S.E. corner of Survey No. 43 of Block 8 and S.E. corner of a "160" acre tract described in Deed from J.E. Henderson to James E. Henderson, Jr. dated August 8, 1963 and recorded in Volume 88, Page 279 of said Deed Records from which a point for the S.E. corner of said Survey No. 44 bears S.0°29'06"W. 5297.48 feet; from said S.E. corner of Survey No. 44 a found set rock bears S.40°49'W. 72.78 feet and brass disk marked "4JEP 1968" bears S.36°06'45"W. 66.39 feet;

THENCE with the East line of Survey No. 43 and the West line of Survey No. 54, N.0°29'06"E. 1319.44 feet to a point for the N.E. corner of said "160" acre tract;

THENCE with the North line of said "160" acre tract, N.89°41'17"W. 23.93 feet to a point in a fence;

THENCE along or near said fence, N.0°16'48"E. 3.71 feet to a 3/8" iron rod found at a fence post;

THENCE along or near said fence, N.89°42'11"W. 5256.72 feet to a 1/2" iron rod set on the West side of a fence corner post from which the N.W. corner of said "160" acre tract bears S.80°52'15"W. 14.20 feet;

THENCE along or near a fence N.0°16'54"E. 3976.22 feet to a 1 1/4" galvanized iron pipe marked "NE 38" found in an old stone mound 2.5 feet West of a fence for the N.W. corner of Survey No. 43, S.W. corner of Survey No. 42, S.E. corner of Survey No. 39 and N.E. corner of Survey No. 38 of Block 8;

THENCE along or near a fence, N.0°50'11"E., at 228.56 feet a 1/2" iron rod found on the South side of a large fence post at or near a N.E. corner of a "2105.72" acre tract described in Deed from Henderson to Pelitjean dated March 19, 1974 and recorded in Volume 117, Page 32 of the Deed Records and the S.E. corner of the land described in Deed from Denis Ranch to A.H. Denis III, et al dated July 10, 1992 and recorded in Volume 154, Page 436 of the Official Public Records of Concho County, Texas bears N.89°09'49"W. 1.50 feet, in all 5313.15 feet to the POINT OF BEGINNING and containing 3011.12 acres of land.

TRACT TWO

BEING a 1.12 acre tract of land comprised of a 0.04 acre in Survey No. 60, Abstract No. 1184 and 1.08 acres in Survey No. 53, Abstract No. 408 of H. & T.C. R.R. Co. Block 8, Concho County, Texas; said 1.12 acre tract, also being in a part of the land described in Deed from Aubrey W. Harrell to F.R. Owens dated February 15, 1974 and recorded in Volume 116, Page 245 of the Deed Records of Concho County, Texas, is described by metes and bounds as follows:

BEGINNING at a point in the North line of Survey No. 60 and South line of Survey No. 59 of said Block 8 from which a 1/2" iron rod set in an old stone mound found for the N.E. corner of Survey No. 60 bears S.89°41'17"E. 4437.61 feet;

THENCE with the North line of Survey No. 60, N.89°41'17"W., at 861.71 feet pass the N.W. corner of Survey No. 60 and S.W. corner of Survey No. 59 from which a set 1/2" iron rod in old stone mound found for the N.W. corner of Survey No. 59 and N.E. corner of Survey No. 54 of Block 8 bears N.0°25'18"E. 5293.72 feet, and continuing with the South line of Survey No. 54 and North line of Survey No. 53 at 6147.8 feet pass a 4" iron pipe post, in all 6159.21 feet to a point for the West corner of this 1.12 acre tract at the N.W. corner of Survey No. 53 and S.W. corner of Survey No. 54 from which an old stone mound found for the N.W. corner of Survey No. 54 bears N.0°29'06"E. 5293.33 feet and a point for the S.W. corner of Survey No. 53 bears S.0°29'06"W. 5297.48 feet; from said S.W. corner of Survey No. 53 a found set rock bears S.40°49'W. 72.78 feet and a brass disk marked "4JEP 1968" bears S.36°06'45"W. 66.39 feet;

THENCE along or near a fence, S.89°05'42"E. 722.31 feet to a fence post;

THENCE continuing along or near said fence, S.89°33'22"E. 2551.07 feet to a fence post;

THENCE continuing along or near said fence, S.89°57'12"E. 2885.90 feet to the POINT OF BEGINNING and containing 1.12 acres of land.

TRACT THREE

BEING a 0.65 acre tract of land in and a part of Survey No. 43, Abstract No. 403 of H. & T.C. R.R. Co. Block 8, Concho County, Texas; said 0.65 acre tract, also being a part of a "160" acre tract described in Deed from J.E. Henderson to James E. Henderson, Jr. dated August 8, 1963 and recorded in Volume 88, Page 279 of the Deed Records of Concho County, Texas, is described by metes and bounds as follows:

BEGINNING at a point for the S.E. corner of this 0.65 acre tract at the S.E. corner of Survey No. 43, S.W. corner of Survey No. 54, N.W. corner of Survey No. 53 and N.E. corner of Survey No. 44 of H. & T.C. R.R. Co. Block 8 from which a point for the S.E. corner of Survey No. 44 bears S.0°29'06"W. 5297.48 feet; from said S.E. corner of Survey No. 44 a found set rock bears S.40°49'W. 72.78 feet and a brass disk marked "4JEP 1968" bears S.36°06'45"W. 66.39 feet;

THENCE with the East line of said Survey No. 43 and said "160" acre tract, N.0°29'06"E. 1319.44 feet to a point for the N.E. corner of said "160" acre tract from which an old stone mound found for the N.E. corner of Survey No. 43 bears N.0°29'06"E. 3973.89 feet;

THENCE with the North line of said "160" acre tract, N.89°41'17"W. 23.93 feet to a point in a fence from which a 3/8" iron rod found at a fence corner bears N.0°16'48"E. 3.71 feet;

THENCE along or near said fence, S.0°16'48"W. 1319.24 feet to a fence corner post;

THENCE along or near a fence S.89°05'42"E. 19.21 feet to the POINT OF BEGINNING and containing 0.65 acre of land.

Parcel 2

BEING the East 3,012.89 acres of the Courtney/J.E. Henderson Ranch in the Southwest part of Concho County, Texas, more fully described in the following three tracts:

TRACT ONE

BEING 3006.86 acres of land comprised of the following:

639.90 acres in G.C.& S.F. R.R. Co. Survey No. 1, Abstract No. 1081; 343.77 acres in Survey No. 58, Abstract No. 1183; 341.15 acres in Survey No. 59, Abstract No. 411; 401.54 acres in Survey No. 60, Abstract No. 1184; 638.23 acres in Survey No. 69, Abstract No. 416; and 642.27 acres in Survey No. 70, Abstract No. 1438, all in H. & T.C. R.R. Co. Block 8, Concho County, Texas; said 3006.86 acres, also being a part of the land described in Deed from P.A. Roche and wife to Mrs. Cora Loftin Henderson dated May 9, 1895 and recorded in Volume O, Page 325 of the Deed Records of Concho County, Texas, is described by metes and bounds as follows:

BEGINNING at a 1" pinched galvanized iron pipe on East side of a fence corner post found for the patented S.E. corner of a "126 2/3" acre tract in A.J. Caffey Survey No. 2, Abstract No. 1697 and accepted for the N.E. corner of said Survey No. 1;

THENCE S.0°34'19"W. 5259.03 feet to a point for the N.E. corner of Survey No. 70 and accepted for the S.E. corner of said Survey No. 1 from which a 4" iron pipe post bears S.48°43'56"E. 48.08 feet and a 1/2" iron rod set in an old stone mound found for the S.E. corner of Survey No. 58, the N.E. corner of Survey No. 59, and the N.W. corner of Survey No. 70 of H. & T.C. R.R. Co. Block 8 and accepted for the S.W. corner of Survey No. 1 bears N.89°39'57"W. 5288.87 feet;

THENCE with the East line of Survey No. 70 and West line of Survey No. 71 Block 8, S.0°21'21"W., at 5289.80 feet a point for the S.E. corner of Survey No. 70 from which a 1/2" iron rod set at a fence corner post for the patented N.W. corner of the North part of Survey No. 72 of Block 8 bears N.17°36'04"E. 43.39 feet and a 1/2" iron rod set in an old stone mound found for the S.W. corner of Survey No. 70, the N.W. corner of Survey No. 69, the N.E. corner of Survey No. 60, and the S.E. corner of Survey No. 59 of Block 8 bears N.89°41'17"W. 5286.84 feet, and continuing with the East line of Survey No. 69 and West line of Survey No. 72 of Block 8 at 6716.89 feet a point 2 feet West of a fence corner post, and continuing along or near a fence in all 10550.50 feet a 1/2" iron rod set at a fence corner post from which a point in a caliche road for the S.E. corner of Survey No. 69 bears S.0°21'21"W. 30.70 feet;

THENCE along or near the fenced North line of a caliche road, N.89°37'12"W., at 5288.86 feet cross the West line of Survey No. 69 and East line of Survey No. 60, in all 5338.79 feet to a fence post on the West side of a gate;

THENCE along or near the fenced North line of said caliche road, N.89°47'19"W. 3277.71 feet to a 4" iron pipe post from which a point for the S.E. corner of the West 240 acres of Survey No. 60 described in Deed from Aubrey W. Harrell to F.R. Owens dated February 15, 1974 and recorded in Volume 116, Page 245 of the Deed Records bears N.89°47'19"W. 1.58 feet and S.0°25'18"E. 35.35 feet;

THENCE along or near a fence, N.0°16'20"E. 607.08 feet to a point in the East line of said West 240 acres;

THENCE with the East line of the 240 acre tract, N.0°25'18"E., crossing a rock and cement water tank, in all 4653.02 feet to a point in the North line of Survey No. 60;

THENCE with the North line of Survey No. 60 and South line of Survey No. 59, S.89°41'17"E. 532.65 feet to a point for corner from which the aforementioned S.E. corner of Survey No. 59 bears S.89°41'17"E. 2792.54 feet;

THENCE North, at 5292.92 feet cross the North line of Survey No. 59 and South line of Survey No. 58 from which a ½" iron rod set in an old stone mound found for the N.W. corner of Survey No. 59, the N.E. corner of Survey No. 54, the S.E. corner of Survey No. 55, and S.W. corner of Survey No. 58 of Block 8 bears N.89°40'04"W. 2647.82 feet and the aforementioned S.E. corner of Survey No. 58 bears S.89°40'04"E. 2823.39 feet, in all 10569.28 feet to a point in or near a fence from which a 1 ¼" galvanized pipe marked "SW 57" found on the South side of a fence corner post bears N.89°26'17"W. 2425.02 feet;

THENCE along or near a fence, S.89°26'17"E., at 2859.13 feet cross the East line of Survey No. 58 and West line of Survey No. 1, in all 2867.66 feet to a 1 ¼" galvanized iron pipe marked "SE 57" on the South side of a fence post for the patented S.W. corner of "523.9" acres of A.J. Caffey Survey No. 2, Abstract No. 1932 from which a found 3/8" iron rod bears S.16°14'W. 1.6 feet;

THENCE along or near a fence and with the patented South line of Survey No. 2, S.89°36'12"E., at 2265.67 feet the patented S.E. corner of said "523.9" acres and patented S.W. corner of the aforesaid "126 2/3" acre tract from which a 3/8" iron rod bears N.0°23'48"E. 0.84 feet, in all 5297.24 feet to the POINT OF BEGINNING and containing 3006.86 acres of land.

TRACT TWO

BEING a 0.65 acre tract in and a part of Survey No. 60, Abstract No. 1184 of H. & T.C. R.R. Co. Block 8, Concho County, Texas; said 0.65 acre tract, also being a part of the West 240 acres of Survey No. 60 described in Deed from Aubrey W. Harrell to F.R. Owens dated February 15, 1974 and recorded in Volume 116, Page 245 of the Deed Records of Concho County, Texas, is described by metes and bounds as follows:

BEGINNING at a point in the North line of Survey No. 60 for the N.E. corner of said West 240 acres from which a ½" iron rod set in an old stone mound found for the N.E. corner of Survey No. 60 bears S.89°41'17"E. 3325.19 feet;

THENCE with the East line of said 240 acres, S.0°25'18"W., crossing a rock and cement water tank, in all 4653.02 feet to a point in or near a fence for the South corner of this 0.65 acre tract from which a 4" iron pipe post bears S.0°16'20"W. 607.08 feet;

THENCE along or near said fence, N.0°16'20"E. 4653.02 feet to a point in the North line of said 240 acres and the North line of Survey No. 60 from which a 4" iron pipe post bears N.0°16'20"E. 5.09 feet;

THENCE with said North line, S.89°41'17"E. 12.12 feet to the POINT OF BEGINNING and containing 0.65 acre of land.

TRACT THREE

BEING a 5.38 acre tract comprised of 2.20 acres in E.M. Caffey Survey No. 2, Abstract No. 1696; 2.98 acres in Survey No. 71, Abstract No. 417; and 0.20 acres in the North part of Survey No. 72, Abstract No. 1923 of H. & T.C. R.R. Co. Block 8, all in Concho County, Texas; said 5.38 acre tract is described by metes and bounds as follows:

BEGINNING at a 1" pinched galvanized iron pipe on the East side of a fence post found for the patented S.E. corner of a "126 2/3" acre tract in A.J. Caffey Survey No. 2, Abstract No. 1697 and accepted for the N.E. corner of G.C. & S.F. R.R. Co. Survey No. 1, Abstract No. 1081;

THENCE along or near a fence, S.0°10'38"W. 5290.50 feet to a 4" iron pipe post at the Southwest corner of a lane;

THENCE continuing along or near a fence, S.0°36'49"W. 5216.92 feet to a ½" iron rod set at a fence corner post for the patented N.W. corner of the North part of Survey No. 72;

THENCE along or near a fence, S.0°51'28"W. 1468.59 feet to a point 2.0 feet West of a fence corner post for the South corner of this 5.38 acre tract in the West line of Survey No. 72;

THENCE with the West line of Survey No. 72 and the East line of Survey No. 69 of Block 8, N.0°21'21"E., at 1427.09 feet pass the N.W. corner of Survey No. 72 and N.E. corner of Survey No. 69 from which a ½" iron rod set in an old stone mound found for the N.W. corner of Survey No. 69 and S.W. corner of Survey No. 70 of Block 8 bears N.89°41'17"W. 5286.84 feet, and continuing with the West line of Survey No. 71 and East line of Survey No. 70 of Block 8, in all 6716.89 feet a point for the N.E. corner of Survey No. 70 and accepted for the S.E. corner of the aforesaid Survey No. 1 from which a ½" iron rod set in an old stone mound found for the N.W. corner of Survey No. 70 bears N.89°39'57"W. 5288.87 feet;

THENCE N.0°34'19"E. 5259.03 feet to the POINT OF BEGINNING and containing 5.38 acres of land.

Parcel 3

Easement along Survey No. 60, Abstract No. 1184 of H. & T.C. R.R. Co. Block 8, Concho County, Texas, executed by John Edward Henderson, et al, in favor of Calvin B. McGowan as described and recorded in Volume 177, Page 465 of the Official Public Records of Concho County, Texas.

BEING a strip of land thirty feet in width parallel to, East of and adjoining the following described course:

BEGINNING at a point in the North line of Survey No. 60 for the Northeast corner of the West 240 acres of Survey No. 60 described in a Deed from Aubrey W. Harrell to F.R. Owens dated February 15, 1974, recorded in Volume 116, Page 245, Deed Records, Concho County, Texas, from which a ½" iron rod set in an old stone mound found for the Northeast corner of Survey No. 60 bears S 89° 41' 17" E. 3325.19 feet;

THENCE with the East line of said 240 acres, S 0° 25' 18" W crossing a rock and cement water tank, in all 4653.02 feet to a point in or near a fence in the North line of a caliche road, from which point a 4" iron pipe post bears S 0° 16' 20" W. 607.08 feet.

TRAVIS PRIOUR AND DAVID PRIOUR

BEING 719.511 acres in Concho County, Texas, out of the H. & T.C. Railroad Company Block 8, and containing approximately 326.132 acres out of the Sherman Conant Survey No. 46, Abstract No. 1261, 283.499 acres out of Survey No. 47, Abstract No. 405, 59.814 acres out of Survey No. 35, Abstract No. 399, and 50.066 acres out of the Sherman Conant Survey No. 34, Abstract No. 1263, and being out of that certain parent tract described as 1832.214 acres in a deed to the Edna E. Priour Trust recorded in Volume 218, Page 79 of the Concho County Official Public Records.

BEGINNING at a ½" steel stake found in the common line of the G.A. Conant Survey No. 50, Abstract No. 1254 and said Survey No. 47, the west line of that certain Tract Five described as 650.10 acres in a deed to Ralph M. Ebeling, Jr., recorded in Volume 188, Page 614 of said Official Public Records, and the east line of said parent tract for the N.E. corner of that certain 417.603 acre tract out of 6013.45 acres described in a deed to S & S Miller Ranch, L.P., recorded in Volume 209, Page 103 of said Official Public Records, the S.E. corner of said parent tract, and the S.E. corner hereof;

THENCE along a fence for the north line of said 417.603 acres, the south line of said parent tract, and the south line hereof N 89°49'42" W a distance of 1067.35 feet to a 3/8" steel stake found, N 89°46'29" W a distance of 1115.92 feet to a 3/8" steel stake found, N 89°43'26" W a distance of 953.76 feet to a 3/8" steel stake found, N 89°49'56" W a distance of 1053.66 feet to a 3/8" steel stake found, N 89°48'36" W a distance of 1036.21 feet to a 3/8" steel stake found, and N 89°47'06" W a distance of 939.85 feet to a ½" steel stake found in the east line of that certain tract described as 3116.673 acres in a deed to Harlan Lary Priour recorded in Volume 215, Page 13 of said Official Public Records for the N.W. corner of said 417.603 acres, the S.W. corner of said parent tract, and the S.W. corner hereof;

THENCE along a fence for the east line of said 3116.673 acres, the west line of said parent tract, and the west line hereof N 00°20'27" E a distance of 670.07 feet to a ½" steel stake for the S.E. corner of a 212.766 acre partition tract of said 3116.673

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acres, N 00°20'25" E a distance of 41.94 feet to a 3/8" steel stake found under an electric line, N 00°15'37" E a distance of 1113.86 feet to a 3/8" steel stake found, N 00°16'38" E a distance of 1875.78 feet to a 3/8" steel stake found, N 00°16'06" E a distance of 1067.53 feet to a 3/8" steel stake found, and N 00°18'27" E a distance of 411.94 feet to a 1/2" steel stake for the S.E. corner of a 116.939 acre partition tract of said parent tract and said 3116.673 acres, the N.E. corner of said 212.766 acres, the S.W. corner of a 362.509 acre partition tract of said parent tract, and the N.W. corner hereof;

THENCE along a division line of said parent tract for the south line of said 362.509 acres, and the north line hereof N 90°00'00" E a distance of 4040.78 feet to a 1/2" steel stake, S 48°47'04" E a distance of 522.07 feet to a 1/2" steel stake, and N 90°00'00" E a distance of 1727.92 feet to a 1/2" steel stake in the common line of the H. & T.C. Railroad Company Survey No. 51, Abstract No. 407, and said Survey No. 46, the west line of that certain Tract Two described as 650.18 acres in a deed to Ralph M. Ebeling, Jr., recorded in Volume 188, Page 614 of said Official Public Records, and the east line of said parent tract for the S.E. corner of said 362.509 acres, and the N.E. corner hereof;

THENCE along a fence for the approximate common line of said Surveys No. 51 and No. 46, the west line of said Tract Two, the east line of said parent tract, and the east line hereof S 00°15'40" W a distance of 232.22 feet to a 3/8" steel stake found, S 00°13'50" W a distance of 1057.80 feet to a 3/8" steel stake found, S 00°18'56" W a distance of 1218.57 feet to a 1/2" steel stake found, S 00°13'58" W a distance of 1182.74 feet to a 3/8" steel stake found, and S 00°10'07" W a distance of 1168.01 feet to the POINT OF BEGINNING, having an area of 719.511 acres.

HARLAN LARY PRIOUR FAMILY PARTNERS, LTD.

TRACT ONE

BEING 1355.964 acres in Concho County, Texas, out of the H. & T.C. Railroad Company Block 8, and consisting of approximately 638.642 acres out of the J.H. Hardy Survey No. 48, Abstract No. 1309, 362.429 acres out of the Sherman Conant Survey No. 34, Abstract No. 1263, 175.389 acres out of Survey No. 33, Abstract No. 398, 152.496 acres out of Survey No. 31, Abstract No. 397, and 27.008 acres out of the J.E. Henderson Survey No. 32, Abstract No. 1892, and being out of that certain parent tract described as 3116.673 acres in a Deed to Harlan Lary Priour recorded in Volume 215, Page 13 of the Concho County Official Public Records, being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" steel stake in South line of said Block 8, the North line of Newsom Gwatney Survey No. 10, Abstract No. 1607, and the North line of that certain tract described as 2260.49 acres in a Deed to Gail K. Anderson and Dora K. Wright recorded in Volume 174, Page 65 of said Official Public Records for the common corner of Survey No. 49, Abstract No. 406, and said Survey No. 48, the S.W. corner of that certain Tract One described as 649.41 acres in a Deed to Ralph M. Ebeling, Jr. recorded in Volume 188, Page 614 of said Official Public Records, the S.E. corner of said parent tract, and the S.E. corner hereof;

THENCE along a fence for the South line of said Block 8, the common line of said Surveys No. 10 and No. 48, the North line of said 2260.49 acres, a southerly line of said parent tract, and a southerly line hereof
N 89°42'13" W a distance of 1278.13 feet to a 3/8" steel stake,
N 89°46'59" W a distance of 1105.22 feet to a 3/8" steel stake,
N 89°45'31" W a distance of 1095.42 feet to a 3/8" steel stake,
N 89°45'43" W a distance of 1131.95 feet to a 3/8" steel stake,
N 89°43'35" W a distance of 1014.91 feet to a 3/8" steel stake,
N 89°40'51" W a distance of 346.97 feet to a 1/2" steel stake found, and
N 89°47'33" W a distance of 232.85 feet to a 1/2" steel stake for the S.E. corner of a 666.744 acre partition tract of that certain tract described as 6013.45 acres in a Deed to S & S Miller Ranch, L.P., recorded in Volume 209, Page 103 of said Official Public Records, the most southerly S.W. corner of said parent tract, and the most southerly S.W. corner hereof;

THENCE along a fence for the East line of said 666.744 acres, a westerly line of said parent tract, and a westerly line hereof

N 00°17'57" E a distance of 900.79 feet to a 3/8" steel stake,
N 00°19'18" E a distance of 1039.24 feet to a 3/8" steel stake,
N 00°23'17" E a distance of 1104.83 feet to a 3/8" steel stake,
N 00°22'37" E a distance of 1080.54 feet to a 3/8" steel stake, and
N 00°21'34" E a distance of 561.14 feet to a 1/2" steel stake for the N.E. corner of said 666.744 acres, a re-entrant corner of said parent tract, and a re-entrant corner hereof;

THENCE along the North line of said 666.744 acres, a southerly line of said parent tract, and a southerly line hereof S 89°59'31" W a distance of 6232.76 feet to a calculated point in the roadbed of County Road 2275 for the N.W. corner of said 666.744 acres, the most westerly S.W. corner of said parent tract, and the most westerly S.W. corner hereof, from which a ½" steel stake bears N 89°59'31" E a distance of 21.51 feet;

THENCE in the roadbed of County Road 2275 for a westerly line of said parent tract, and a westerly line hereof N 00°00'52" E a distance of 640.09 feet to a calculated point in the common line of said Surveys No. 32 and No. 31, and N 00°03'09" E a distance of 3575.44 feet to a calculated point for the S.W. corner of a 722.611 acre partition tract of said parent tract, and the N.W. corner hereof, from which a ½" steel stake bears S 89°59'57" E a distance of 21.15 feet;

THENCE along a division line of said parent tract for the South line of said 722.611 acres, and a northerly line hereof S 89°59'57" E a distance of 4007.52 feet to a ½" steel stake for the S.E. corner of said 722.611 acres, and the S.W. corner of a 212.766 acre partition tract of said parent tract;

THENCE along a division line of said parent tract for the South line of said 212.766 acres, and a northerly line hereof N 89°59'54" E a distance of 2249.60 feet to a ½" steel stake in the West line of a 719.511 acre partition tract of that certain tract described as 1832.214 acres in a Deed to the Edna E. Priour Trust recorded in Volume 218, Page 79 of said Official Public Records, and an easterly line of said parent tract for the S.E. corner of said 212.766 acres, and the most northerly N.E. corner hereof;

THENCE along a fence for the West line of said 719.511 acres, and easterly line of said parent tract, and an easterly line hereof S 00°20'27" W a distance of 670.07 feet to a ½" steel stake found for the N.W. corner of a 417.603 acre partition tract of said 6013.45 acres, and the S.W. corner of said 719.511 acres;

THENCE along a fence for the West line of said 417.603 acres, and easterly line of said parent tract, and an easterly line hereof S 00°04'09" W a distance of 152.18 feet to a 2.5 pipe post,
S 00°24'49" W a distance of 877.20 feet to a 3/8" steel stake,
S 00°24'28" W a distance of 946.36 feet to a 3/8" steel stake, and
S 00°23'45" W a distance of 975.56 feet to a ½" steel stake for the S.W. corner of said 417.603 acres, a re-entrant corner of said parent tract, and a re-entrant corner hereof;

THENCE along a fence for the South line of said 417.603 acres, a northerly line of said parent tract, and a northerly line hereof S 89°52'53" E a distance of 787.34 feet to a 3/8" steel stake,
S 89°52'33" E a distance of 1049.59 feet to a 3/8" steel stake,
S 89°52'34" E a distance of 1039.41 feet to a 3/8" steel stake,
S 89°53'22" E a distance of 1067.49 feet to a 3/8" steel stake,
S 89°53'19" E a distance of 1094.91 feet to a 3/8" steel stake, and
S 89°50'18" E a distance of 1141.58 feet to a ½" steel stake by a "T" fence intersection, fence bears North, in the West line of said "Tract One" for the common corner of the G.A. Conant Survey No. 50, Abstract No. 1254, the H. & T.C. Railroad Company Survey No. 47, Abstract No. 405, and said Surveys No. 48 and No. 49, the S.E. corner of said 417.603 acres, the most easterly N.E. corner of said parent tract, and the most easterly N.E. corner hereof;

THENCE along a fence for the common line of said Surveys No. 48 and No. 49, the West line of said "Tract One", an easterly line of said parent tract, and an easterly line hereof
S 00°06'35" W a distance of 1099.97 feet to a 3/8" steel stake,
S 00°07'36" W a distance of 1129.92 feet to a 3/8" steel stake,
S 00°06'33" W a distance of 998.03 feet to a 3/8" steel stake,
S 00°02'31" W a distance of 785.15 feet to a 3/8" steel stake, and
S 00°00'55" W a distance of 1280.95 feet to the POINT OF BEGINNING, having an area of 1355.964 acres with 2.153 acres lying in County Road 2275 for a total of 1353.811 net acres.

TRACT TWO

BEING 212.766 acres in Concho County, Texas, out of the H. & T.C. Railroad Company Block 8, and containing approximately 127.870 acres out of Survey No. 35, Abstract No. 399, and 84.896 acres out of the Sherman Conant Survey No. 34, Abstract No. 1263, and being out of that certain parent tract described as 3116.673 acres in a Deed to Harlan Lary Priour recorded in Volume 215, Page 13 of the Concho County Official Public Records, and said 212.766 acres being more particularly described by metes and bounds as follows:

Agreement for Limitation on Appraised Value
Between Eden Cisd and RES Cactus Flats Wind Energy, LLC
(App No. 1136), November 28, 2016
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EXHIBIT 1

BEGINNING at a ½" steel stake in the West line of that certain tract described as 1832.214 acres in a Deed to the Edna E. Priour Trust recorded in Volume 215, Page 79 of said Official Public Records, and the East line of said parent tract for the S.E. corner hereof;

THENCE along a division line of said parent tract for the South line hereof S 89°59'54" W a distance of 2249.60 feet to a ½" steel stake for the S.E. corner of a 719.511 acre partition tract of said parent tract, and the S.W. corner hereof;

THENCE along a division line of said parent tract for the East line of said 719.91 acres, and the West line hereof N 05°12'39" E @ 1712.53 feet parking the common line of said Surveys No. 34 and No. 35, and the centerline of a 16 feet wide easement to Sun Oil Company recorded in Volume 50, Page 462 of the Concho County Oil and Gas Lease Records for a total distance for this course of 4529.78 feet to a ½" steel stake for the S.W. corner of a 716.929 acre partition tract out of said parent tract and said 1832.214 acres, and the N.W. corner hereof;

THENCE along a division line of said parent tract for the South line of said 116.939 acres, and the North line hereof N 90°00'00" E a distance of 1859.79 feet to a ½" steel stake in a fence for the West line of said 1832.214 acres, and the East line of said parent tract for the S.W. corner of a 362.509 acre partition tract out of said 1832.214 acres, the N.W. corner of a 719.511 acre partition tract of said 1832.214 acres, the S.E. corner of said 116.939 acres, and the N.E. corner hereof;

THENCE along a fence for the West line of said 1832.214 acres, the West line of said 719.511 acres, the East line of said parent tract, and the East line hereof

S 00°18'27" W a distance of 411.94 feet to a 3/8" steel stake found,

S 00°16'06" W a distance of 1067.53 feet to a 3/8" steel stake found,

S 00°16'38" W @ 1338.11 feet passing the common line of said Surveys No. 34 and No. 35, and the common line of said 16 feet wide easement for a total distance for this course of 1875.78 feet to a 3/8" steel stake found,

S 00°15'37" W a distance of 2113.86 feet to a 3/8" steel stake found under an electric line, and

S 00°20'25" W a distance of 41.94 feet to the POINT OF BEGINNING, having an area of 212.766 acres.

TRACT THREE

BEING 116.939 acres in Concho County, Texas, out of the H. & T.C. Railroad Company Block 8, and containing approximately 99.508 acres out of Survey No. 35, Abstract No. 399, and 17.431 acres out of the Sherman Conant Survey No. 36, Abstract No. 1264, and being out of those certain tracts described as 3116.673 acres and 1832.214 acres in deeds to Harlan Lary Priour and the Edna E. Priour Trust recorded in Volume 215, Page 13 and Volume 218, Page 79 of the Concho County Official Public Records, and said 116.939 acres being particularly described by metes and bounds, as follows:

BEGINNING at a ½" steel stake in the south line of a northerly 719.511 (net) acre partition tract out of said 3116.673 acres for the N.E. corner of a southerly 719.511 (net) acre partition tract out of said 3116.673 acres, and the N.W. corner hereof;

THENCE along a division line of said 3116.673 acres for the south line of said northerly 719.511 (net) acres, and the north line hereof N 90°00'00" E @ 1621.95 feet passing a fence for the east line of said 3116.673 acres, and the west line of said 1832.214 acres for a total distance for this course of 1790.04 feet to a punch mark on a large rock for the S.E. corner of said northerly 719.511 (net) acres, and a re-entrant corner hereof;

THENCE along a division line of said 1832.214 acres for the east line of said northerly 719.511 (net) acres, and a westerly line hereof N 00°00'00" W a distance of 121.90 feet to a ½" steel stake for the most westerly S.W. corner of a 719.511 (net) acre partition tract of said 1832.214 acres, and a northerly corner hereof;

THENCE along a division line of said 1832.214 acres for the south line of said 719.511 (net) acres, and a northerly line hereof N 90°00'00" E a distance of 367.10 feet to a ½" steel stake for a re-entrant corner of said 719.511 (net) acres, and the most northerly N.E. corner hereof;

THENCE along a division line of said 1832.214 acres for a southwesterly line of said 719.511 (net) acres, and a northeasterly line hereof S 32°07'48" E a distance of 430.78 feet to a ½" steel stake in the approximate centerline of road and proposed 30 feet wide easement, and with said approximate centerline of road S 19°26'47" W a distance of 69.11 feet to a calculated point in the centerline of a cattle guard in the north line of a 362.509 acre partition tract of said 1832.214 acres for the most southerly S.W. corner of said 719.511 (net) acres, and the most easterly S.E. corner hereof;

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THENCE along a division line of said 1832.214 acres for the north line of said 362.509 acres, and a southerly line hereof N 89°43'59" W a distance of 743.11 feet to 3/8" steel stake found in a fence for the east line of said 3116.673 acres, and the west line of said 1832.214 acres for the N.W. corner of said 362.509 acres, and a re-entrant corner hereof;

THENCE along a fence for the west line of said 1832.214 acres, the west line of said 362.509 acres, the east line of said 3116.673 acres, and the east line hereof

S 00°18'38" W a distance of 1772.04 feet to a 3/8" steel stake found, and

S 00°18'27" W a distance of 697.58 feet to a 1/2" steel stake for the N.W. corner of a southerly 719.511 acre partition tract of said 1832.214 acres, the N.E. corner of a 212.766 acre partition tract of said 3116.673 acres, the S.W. corner of said 362.509 acres, and the S.E. corner hereof;

THENCE along a division line of said 3116.673 acres for the north line of said 212.766 acres, and the south line hereof N 90°00'00" W a distance of 1859.79 feet to a 1/2" steel stake in the east line of said southerly 719.511 (net) acres for the N.W. corner of said 212.766 acres, and the S.W. corner hereof;

THENCE along a division line of said 3116.673 acres for the east line of said southerly 719.511 (net) acres, and the west line hereof N 05°12'39" E a distance of 2785.70 feet to the POINT OF BEGINNING, having an area of 116.939 acres, of which 103.373 acres lies within "Trust" lands.

TRACT FOUR

BEING 138.557 acres in Concho County, Texas, containing approximately 86.199 acres out of said Block 8, Sherman Conant Survey No. 46, Abstract No. 1261, 52.277 acres out of the H. & T.C. Railroad Company Block 8, Survey No. 35, Abstract No. 399, and 0.081 acres out of the Block 8, Sherman Conant Survey No. 36, Abstract No. 1264, and being out of those certain tracts described as 362.509 acres and 719.511 acres in a deed to Dalene Priour Taylor recorded in Volume 265, Page 15 of the Concho County Official Public Records.

BEGINNING at a 1/2" steel stake found with cap marked "Ross" for the N.W. corner of that certain tract described as 719.511 acres in a deed to Travis & David Prior recorded in Volume 264, Page 890 of said Official Public Records, the N.E. corner of that certain tract described as 212.766 acres in a deed to Harlan Lary Priour Family Partners recorded in Volume 265, Page 26 of said Official Public Records, the most southerly S.E. corner of that certain tract described as 116.939 acres in a deed to Dalene Priour Taylor recorded in Volume 265, Page 15 of said Official Public Records, the S.W. corner of said 362.509 acres, and the S.W. corner hereof;

THENCE along a fence for an easterly line of said 116.939 acres, the west line of said 362.509 acres, and the west line hereof

N 00°18'27" E a distance of 697.58 feet to a 3/8" steel stake found, and

N 00°18'38" E a distance of 1772.04 feet to a 3/8" steel stake found in the approximate common line of said Surveys No. 35 and No. 36 for a re-entrant corner of said 116.939 acres, the N.W. corner of said 362.509 acres, and the N.W. corner hereof;

THENCE along a fence for the approximate common line of said Surveys No. 35 and No. 36, a southerly line of said 116.939 acres, the north line of said 362.509 acres, and the north line hereof S 89°43'59" E a distance of 743.11 feet to a calculated point in the approximate center of a cattle guard in the centerline of a 30 feet wide easement for the most southerly S.W. corner of said 719.511 acres (Taylor), the most easterly S.E. corner of said 116.939 acres, and a re-entrant corner hereof;

THENCE along the centerline of said 30 feet wide easement for an easterly line of said 116.939 acres, a westerly line of said 719.511 acres (Taylor), and a westerly line hereof N 19°26'47" E a distance of 69.11 feet to a 1/2" steel stake found with cap marked "Ross" for the most easterly corner of said 116.939 acres, a re-entrant corner of said 719.511 acres (Taylor), and the most northerly corner hereof;

THENCE along a division line of said 719.511 acres (Taylor) for an easterly line hereof S 52°10'59" E @ 107.06 feet passing the common line of said 719.511 acres (Taylor) and said 362.509 acres, and continuing along a division line of said 362.509 acres for a total distance for this course of 4128.39 feet to a 1/2" steel stake found with cap marked "Ross" in the north line of said 719.511 acres (Priour) for a re-entrant corner of said 362.509 acres, and the S.E. corner hereof;

THENCE along the north line of said 719.511 acres (Priour), the south line of said 362.509 acres, and the south line hereof N 90°00'00" W a distance of 4040.78 feet to the POINT OF BEGINNING, having an area of 138.557 acres.

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TRACT FIVE

A DESCRIPTION OF 417.603 ACRES OF LAND IN CONCHO COUNTY, TEXAS, MADE FOR S&S MILLER RANCH, LP.

BEING all that certain tract of land situated in Concho County, Texas comprising a total of 417.603 acres of land out of and a part of the following Surveys:

H. & T.C. R.R. Co. Survey No. 33, Block 8, Abstract No. 398-0.308 acres,
Sherman Conant Survey No. 34, Block 8, Abstract No. 1263-61.008 acres,
H. & T.C. R.R. Co. Survey No. 47, Block 8, Abstract No. 405 -355.498 acres, and
J.H. Hardy Survey No. 48, Block 8, Abstract No. 1309-0.789 acres.

Said 417.603 acres being out of a 6013.45 acre parent tract conveyed by Jerry L. Tinkler and Cara C. Huffman to S&S Miller Ranch, L.P., by Deed recorded July 29th, 2003 in Volume 209, Page 103, et seq., of the Concho County Official Public Records.

BEGINNING at a ½" steel stake set by a "T" fence corner post, fence bears North, South and West, in the East line of said parent tract for the common corner of the J.H. Hardy Survey No. 48, Block 8, Abstract No. 1309, the H.& T.C. Ry. Co. Survey No. 49, Block 8, Abstract No. 406, the G.A. Conant Survey No. 50, Block 8, Abstract No. 1254 and said Survey No. 47, the S.W. corner of that certain 650.10 acre tract (Tract Five) and N.W. corner of that certain 649.41 acre tract (Tract One, both tracts being described in a Deed to Ralph M. Ebeling recorded in Volume 188, Page 614 of said Official Public Records, the E.N.E. corner of a 3116.673 acre tract, the S.E. corner hereof and the beginning of a division line, from which point a "T" fence corner post in the North line of the Newsom Gwatney Survey No. 10, Abstract No. 1607 (Concho County) and the North line of that certain 2260.49 acre tract described in a Deed to Gail K. Anderson and Dora K. Wright recorded in Volume 174, Page 65 of said Official Public Records for the S.E. corner of said Survey No. 48 and S.W. corner of said Survey No. 49, the S.W. corner of said 649.41 acre tract and S.E. corner of said parent tract, bears S 00°04'49" W 5294.01 feet;

THENCE with the occupational North line of said Survey No. 48 and South line of said Survey No. 47, a North line of said, 3116.673 acre tract, the South line hereof and said division line through said parent tract, along a fence,
N 89°50'18" W 1141.59 feet, a 3/8" steel stake set,
N 89°53'19" W 1094.91 feet, a 3/8" steel stake set,
N 89°53'22" W 1067.49 feet, a 3/8" steel stake set,
N 89°52'34" W 1039.41 feet, a 3/8" steel stake set,
N 89°52'33" W 1049.59 feet, a 3/8" steel stake set and
N 89°52'53" W 787.34 feet to a 1/2" steel stake set by a "T" fence corner post, fence bears South, for a corner of said 3116.673 acre tract and S.W. corner hereof;

THENCE with an East line of said 3116.673 acre tract, the West line hereof and said division line through said parent tract, along a fence,
N 00°23'45" E 975.56 feet, a 3/8" steel stake set,
N 00°24'28" E 946.36 feet, a 3/8" steel stake set,
N 00°24'49" E 877.20 feet, a 2 1/2" pipe post, and
N 00°04'09" E 152.18 feet to a 1/2" steel stake set by a "T" fence corner post, fence bears North, for the S.W. corner of an 1832.214 acre tract and N.W. corner hereof;

THENCE with the South line of said 1832.214 acre tract, the North line hereof and said division line through said parent tract, along a fence,
S 89°47'06" E 939.85 feet, a 3/8" steel stake set,
S 89°48'36" E 1036.21 feet, a 3/8" steel stake set,
S 89°49'56" E 1053.66 feet, a 3/8" steel stake set,
S 89°43'26" E 953.76 feet, a 3/8" steel stake set,
S 89°46'29" E 1115.93 feet, a 3/8" steel Stake set, and
S 89°49'42" E 1067.36 feet to a ½" steel stake set by a "4-way" fence corner post, fence bears North and East, in the East line of said Survey No. 47 and West line of said Survey No. 50, the West line of said 650.10 acre tract, said East line of parent tract for the S.E. corner of said 1832.214 acre tract, the N.E. corner hereof and the terminus of said division line;

THENCE with said East line of Survey No. 47 and said West line of Survey No. 50, said West line of 650.10 acre tract, said East line of parent tract and East line hereof; along a fence,
S 00°06'14" W 1148.89 feet, a 3/8" steel stake set,

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S 00°07'51" W 883.09 feet, a 3/8" steel stake set,
S 00°09'33" W 882.02 feet, a 3/8" steel stake set, and
S 00°20'13" E 28.57 feet to the PLACE OF BEGINNING and containing 417.603 acres of land.

TRACT SIX

A DESCRIPTION OF 216.440 ACRES OF LAND IN CONCHO, COUNTY, TEXAS, MADE FOR S&S MILLER RANCH, L.P.

BEING all that certain tract of land situated in Concho County, Texas comprising of a total of 216.440 acres of land out of and a part of the H. & T.C. R.R. Co. Survey No. 33, Block 8, Abstract No. 398. Said 216.440 acres being out of a 6013.45 acre parent tract conveyed by Jerry L. Tinkler and Cara C. Huffman to S&S Miller Ranch, L.P., by Deed recorded July 29th, 2003 in Volume 209, et seq., of the Concho County Official Public Records.

BEGINNING at a ½" steel stake set in the South line of said Survey No. 33 and North line of the C.C.S.D. & R.G. Railway Co. Survey No. 19, Abstract No. 1610, the North line of that certain 627.36 acre tract (Tract One) described in a Deed to Kothmann 1992 Trust and Dora K. Wright recorded in Volume 176, Page 84 of said Official Public Records and South line of said parent tract for the S.E. corner of a 450.304 acre tract, the S.W. corner hereof and at the intersection with and beginning of a division line, from which point a ½" steel stake found by a "T" fence corner post for the N.E. corner of that certain 405.159 acre tract described in a deed to Kothmann 1992 Trust and Dora K. Wright recorded in Volume 178, Page 629 of said Official Public Records and N.W. corner of said 627.36 acre tract bears N 89°42'15" W 4161.88 feet;

THENCE with the East line of said 450.304 acre tract, the West line hereof and with said division line through said parent tract N 00°00'00" E 4676.31 feet to a ½" steel stake set in a South line of a 3116.673 acre tract for the N.E. corner of said 450.304 acre tract and N.W. corner hereof;

THENCE with a said South line of said 3116.673 acre tract, the North line hereof and said division line through said parent tract, N 89°59'31" E 2028.87 feet to a ½" steel stake set, in a fence, for a corner of said 3116.673 acre tract and N.E. corner hereof;

THENCE with a West line of said 3116.673 acre tract, the East line hereof and said division line through said parent tract, along said fence,

S 00°21'34" W 561.14 feet, a 3/8" steel stake set,

S 00°22'37" W 1080.54 feet, a 3/8" steel stake set,

S 00°23'17" W 1104.83 feet, a 3/8" steel stake set,

S 00°19'18" W 1039.24 feet, a 3/8" steel stake set,

S 00°17'57" W 900.79 feet to a ½" steel stake set by a "T" fence corner post, bears East, in the South line of said Survey No. 33 and North line of the Fred Speck Survey No. 7, Abstract No. 1887 (Concho County), the North line of that certain 2260.49 acre tract described in a Deed to Gail K. Anderson and Dora K. Wright recorded in Volume 174, Page 65 of said Official Public Records, the South line of said parent tract for the S.W. corner of said 3116.673 acre tract, the S.E. corner hereof and terminus of said division line, from which point a ½" steel stake found for the N.E. corner of said Survey No. 7, bears S 89°47'33" E 232.85 feet;

THENCE with said North line of Survey No. 7 and said South line of Survey No. 33, said North line of 2260.49 acre tract, said South line of parent tract and South line hereof, along a fence N 89°41'06" W 329.11 feet, a ½" steel stake set by a "T" fence corner post, fence bears S.S.W. and N 89°44'47" 950.35 feet to a ½" steel stake set by a "T" fence corner post, fence bears South for the N.W. corner of said 2260.49 acre tract and the N.E. corner of said 627.36 acre tract;

THENCE continuing with said South line of parent tract, the South line hereof and with the North line of said 627.36 acre tract, the North line of said Survey No. 19 and said South line of Survey No. 33, along said fence, N 89°41'41" W 720.79 feet to the PLACE OF BEGINNING and containing 216.400 acres of land.

RUDLOFF FAMILY PARTNERSHIP LTD., LLP

TRACT ONE

BEING 430.52 acres of land in Concho County, Texas, containing 93.33 acres of land in L. Fitzgerald Survey No. 2, Abstract No. 1731 and 298.34 acres of land in H. & T.C. R.R. Co. Survey No. 75, Abstract No. 419, and 38.85 acres of land in H. & T.C. R.R. Co. Survey No. 74, Abstract No. 1912, (in some prior descriptions referred to as Abstract No. 1684) and being a part of that land that Lenora Wilson deeded to Daniel Sorrell and wife, Inez Sorrell by deed dated June 15, 1972, and recorded in Volume 111, Page

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185, Concho County Deed Records, and being a part of that land that Don R. Bailey, et ux deeded to Daniel Sorrell by Deed dated October 1, 1973, and recorded in Volume 115, Page 153, of the Deed Records of Concho County, Texas, and said 430.52 acres of land being more particularly described as follows:

BEGINNING at an iron stake and corner post located 229.91 feet N. 87 deg. 42' 50" E. of the SE corner of said Survey No. 75;

THENCE N. 1 deg. 07' 17" W. 42.40 feet along a fence line to an iron stake and corner post;

THENCE N. 16 deg. 03' 30" E. 68.88 feet along a fence line to an iron stake and corner post;

THENCE N. 38 deg. 14' 36" E. 81.30 feet along a fence line to an iron stake and corner post;

THENCE N. 18 deg. 02' 36" E. 139.63 feet along a fence line to an iron stake and corner post;

THENCE N. 8 deg. 21' 25" E. 479.31 feet along a fence line to an iron stake and corner post;

THENCE N. 13 deg. 17' 28" E. 186.40 feet along a fence line to an iron stake and corner post;

THENCE N. 81 deg. 13' 25" E. 11.84 feet along a fence line to an iron stake and corner post;

THENCE N. 7 deg. 45' 27" W. 602.06 feet along the general course of a fence line to an iron stake and corner post;

THENCE N. 9 deg. 12' 55" W. 658.38 feet along the general course of a fence line to an iron stake and corner post;

THENCE N. 75 deg. 31' 06" W. 139.63 feet along the general course of a fence line to an iron stake and corner post;

THENCE N. 12 deg. 06' 31" W. 857.47 feet along the general course of a fence line to an iron stake and corner post;

THENCE N. 81 deg. 47' 20" E. 964.84 feet along the general course of a fence line to an iron stake and corner post;

THENCE N. 75 deg. 12' 33" E. 603.13 feet along the general course of a fence line to an iron stake and corner post;

THENCE S. 85 deg. 26' 40" E. 785.25 feet along the general course of a fence line to an iron stake and corner post;

THENCE S. 81 deg. 16' 00" E. 343.19 feet along the general course of a fence line to an iron stake and corner post;

THENCE N. 0 deg. 23' 17" E. 240.50 feet along a fence line to an iron stake and corner post located at the SW corner of a public road leading East;

THENCE N. 37.52 feet to an iron stake and corner post located at the NW corner of a public road;

THENCE N. 0 deg. 13' 15" E. 2260.48 feet along a fence line to an iron stake located 435.44 feet S. 0 deg. 13' 15" W. of an iron stake and corner post representing the NE corner of said Don R. Bailey tract;

THENCE W. 463.08 feet to an iron stake;

THENCE S. 0 deg. 13' 15" W. 1099.97 feet to an iron stake;

THENCE S. 9 deg. 14' 48" W. 366.14 feet to an iron stake and corner post;

THENCE N. 75 deg. 50' 30" W. 369.82 feet along the general course of an old fence line to an iron stake and corner post;

THENCE S. 35 deg. 56' 21" W. 105.04 feet along the general course of an old fence line to an iron stake and corner post;

THENCE S. 37 deg. 39' 30" W. 177.97 feet along the general course of an old fence line to an iron stake and corner post;

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THENCE S. 77 deg. 50' 23" W. 575.90 feet along the general course of an old fence line to an iron stake and corner post;

THENCE N. 83 deg. 47' 55" W. 652.87 feet along the general course of an old fence line to an iron stake and corner post;

THENCE S. 82 deg. 02' 01" W. 307.31 feet along the general course of an old fence line to an iron stake and dead tree;

THENCE S. 55 deg. 07' 03" W. 632.63 feet along the general course of an old fence line to an iron stake and tree;

THENCE N. 78 deg. 31' 40" W. 10.40 feet along a fence line to an iron stake and tree;

THENCE N. 37 deg. 38' 20" W. 23.89 feet along a fence line to an iron stake and tree;

THENCE N. 15 deg. 11' 02" W. 1539.12 feet along general course of an old fence line to an iron stake and corner post;

THENCE N. 87 deg. 30' 17" E. 660.46 feet along an old fence line representing the North line of said Survey No. 75 to an iron stake located 224.37 feet S. 87 deg. 30' 17" W. of the NE corner of said Survey No. 75;

THENCE N. 46 deg. 42' 57" W. 670.93 feet along general course of an old fence line to an iron stake and corner post;

THENCE N. 14 deg. 33' W. 351.43 feet along the general course of an old fence line to an iron stake;

THENCE S. 87 deg. 32' 54" W. 1838.36 feet along a fence line to an iron stake and corner post representing the NW corner of said Don R. Bailey tract;

THENCE S. 6117.26 feet along the general course of a fence line to an iron stake and corner post representing the SW corner of the East half of said Survey No. 75;

THENCE N. 87 deg. 42' 50" E. 2869.57 feet along a fence line representing the South line of said Survey No. 75 to the PLACE OF BEGINNING.

TRACT TWO

BEING ALL of the following land located in Concho County, Texas, to-wit:

- (1) BEING 630 acres, more or less, out of Survey No. 65, Certificate No. 41/5187, H. & T.C. Ry. Co. Abstract No. 414, and described by metes and bounds as follows, to-wit:

BEGINNING at the N.W. corner of said Survey No. 65;

THENCE S. 89 deg. 45' E. 1912 varas a stone mound in N. line of said Survey No. 65 from which L.O. 8 S. 35 E. 5 L.O. 12 S. 55 W. 12, for the NE corner of this tract, and N.W. corner of 628 acre tract heretofore conveyed to Roy Wilson;

THENCE S. 1885 varas to stone mound from which L.O. 30 S. 34 W. 41 L.O. S. 24-1/2 W. 38 for the SE corner of this tract and SW corner of said Roy Wilson tract;

THENCE N. 89 W. 1884 varas to the SW corner of this tract from which L.O. 18 N. 45 E. 96 L.O. 18 N. 46 E. 98;

THENCE N. 4 W. 160 varas;

THENCE N. 0 deg. 10' W. 1696 varas to the PLACE OF BEGINNING, being all of said Survey No. 65, EXCEPT the East 10 acres thereof.

- (2) BEING the North one-half (N/2) of the hereinafter described land located in Concho County, Texas, to-wit:

628 acres, more or less, consisting of about 10 acres in Survey No. 65, Certificate No. 41/5187, in the name of H. & T.C. Ry. Co. Abstract No. 414, and about 618 acres in Survey No. 76, Certificate No. 41/5192, Michael Hughes Abstract No. 1804, all in Concho County, Texas and being described by metes and bounds as follows, to-wit:

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BEGINNING at stone mound in the N. line of said Survey No. 65, 1912 varas S. 89 deg. 45' E. from the NW corner of said Survey No. 65, from which beginning stone mound L.O. 8 S. 35 E. 5 L.O. 12 S. 55 W. and said beginning point being the NE corner of 630 acre tract heretofore conveyed to Clifton Wilson;

THENCE N. 89 deg. 26' E. 1868 varas to a stake in the N. line of said Survey No. 76, for the NE corner of this 628 acre tract, same being the NW corner of a 600 acre tract heretofore conveyed to Carlos Wilson, from which L.O. N. 28 E. 18 L.O. 16 N. 59 E. 54;

THENCE S. 1913 varas to stone mound the SE corner this 628 acre tract, and SW corner of said 600 acre tract of Carlos Wilson from which L.O. 18 W. 42 double mesquite 8" S. 15 E. 12 varas;

THENCE N. 89 deg. 45' W. 1871 varas to stone mound for the SW corner this 628 acre tract, and SE corner Clifton Wilson's 630 acre tract;

THENCE N. 1885 varas to the PLACE OF BEGINNING.

MOUNTAIN HOME SERIES, A SEPARATE SERIES OF EDPT INVESTMENTS, LLC, a Texas limited liability company

TRACT ONE

A parcel of land described in a warranty deed dated July 12, 2014, recorded December 19, 2014, in Volume 2065, Page 34, Official Public Records, Concho County, Texas, being more particularly described as follows;

BEING 727.546 acres in Concho County, Texas, out of the H. & T.C. Railroad Company Block 8, and containing approximately 638.836 acres out of Survey No. 45, Abstract No. 404, 88.608 acres out of Survey No. 35, Abstract No. 399, 0.096 acres out of the Sherman Conant Survey No. 46, Abstract No. 1261, and 0.006 acres out of the Sherman Conant Survey No. 36, Abstract No. 1264, and being out of those certain tracts described as 3116.673 acres and 1832.214 acres in deeds to Harlan Lary Priour and the Edna E. Priour Trust recorded in Volume 215, Page 13 and Volume 218, Page 79 of the Concho County Official Public Records, and said 727.546 acres being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all purposes.

TRACT TWO

A parcel of land described in a warranty deed dated July 12, 2014, recorded December 19, 2014, in Volume 2065, Page 34, Official Public Records, Concho County, Texas, being more particularly described as follows;

BEING 362.509 acres in Concho County, Texas, containing approximately 52.317 acres out of the H. & T.C. Railroad Company Block 8 Survey No. 35, Abstract No. 399, and 310.192 acres out of said Block 8, Sherman Conant Survey No. 46, Abstract No. 1261, and being out of that certain parent tract described as 1832.214 acres in a deed to the Edna E. Priour recorded in Volume 218, Page 79 of the Concho County Official Public Records, and said 362.509 acres being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all purposes.

TRACT THREE

BEING 16.583 acres in Concho County, Texas out of the H. & T.C. Railroad Company Block 8, and the Sherman Conant Survey No. 36, Abstract No. 1264, and being out of that certain parent tract described as 731.037 acres in a deed to Gary D. Priour recorded in Volume 265, Page 1, of the Concho County Official Public Records, and being described as follows:

BEGINNING at a calculated point in the road bed of County Road 2246 in the north line of said Block 8, the south line of that certain tract described as 2105.72 acres in a deed to Earl R. Bruno, et al, recorded in Volume 152, Page 37 of the Concho County Deed Records, and the common line of the H. & T.C. Railroad Company Survey No. 37, Abstract No. 400 and said Survey No. 36 for the N.W. corner of that certain tract described as 727.546 acres in a deed to Dalene P. Taylor recorded in Volume 165, Page 15 of said Official Public Records, the N.E. corner of said parent tract, and the N.E. corner hereof, from which a 1/2" steel stake found bears S 00°05'57" E a distance of 62.40 feet;

THENCE along the west line of said 727.546 acres, the east line of said parent tract, and the east line hereof S 00°05'57" E a distance of 4857.48 feet to a 1/2" steel stake found for a northerly corner of that certain tract described as 116.939 acres in a deed to Lary Priour recorded in Volume 266, Page 451 of said Official Public Records, and the most westerly S.W. corner of said 727.546 acres;

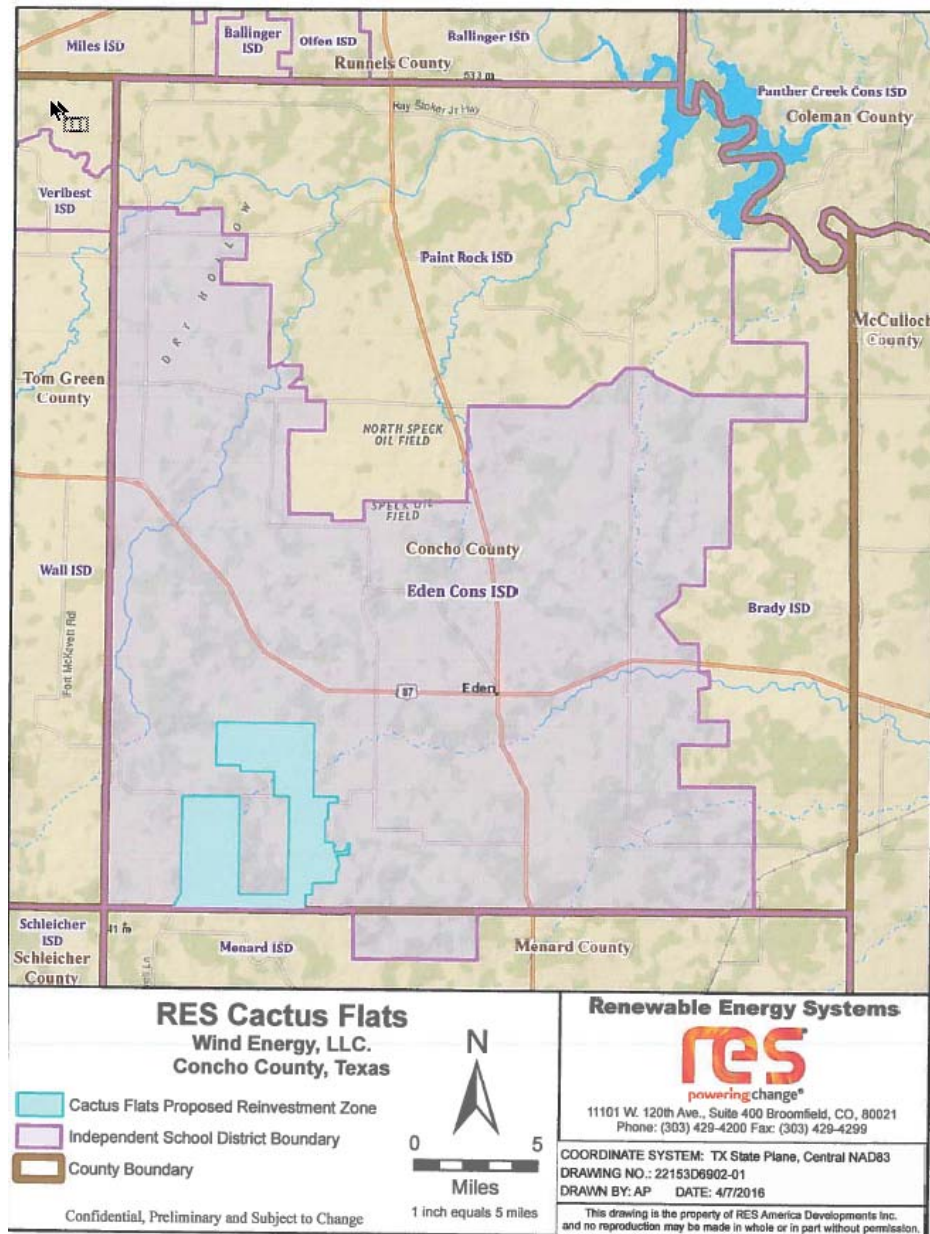
THENCE along a westerly line of said 116.939 acres, the east line of said parent tract, and the east line hereof S 00°00'00" E a distance of 121.90 feet to a punch mark on a large rock for a reentrant corner of said 116.939 acres, the S.E. corner of said parent tract, and the S.E. corner hereof;

THENCE along a northerly line of said 116.939 acres, the south line of said parent tract, and the south line hereof N 90°00'00" W a distance of 168.26 feet to a 3/8" steel stake found for the S.E. corner of a 714.454 acre partition tract of said parent tract, and the S.W. corner hereof;

THENCE along a fence for a division line of said parent tract for the east line of said 714.454 acres, and the west line hereof N 00°24'14" E a distance of 1130.71 feet to a 3/8" steel stake found,
N 00°27'40" E a distance of 1108.21 feet to a 3/8" steel stake found,
N 00°26'19" E a distance of 1013.58 feet to a 3/8" steel stake found,
N 00°31 '07" E a distance of 1054.88 feet to a 3/8" steel stake found, and
N 00°26'51" E a distance of 672.50 feet to a calculated point in the road bed of County Road 2246, the common line of said Surveys No. 36 and No. 37, the south line of said 2105.72 acres, the north line of said Block 8, and the north line of said parent tract for the N.E. corner of said 714.454 acres, and the N.W. corner hereof, from which a ½" steel stake found bears S 00°26'51" W a distance of 62.08 feet;

THENCE along the common line of said Surveys No. 36 and No. 37, the south line of said 2105.72 acres, the north line of said Block 8, the north line of said parent tract, and the north line hereof
S 89°50'05" E a distance of 120.42 feet to the POINT OF BEGINNING, having an area of 16.583 acres.

Map of Concho County Reinvestment Zone, Cactus Flats No. 1



Agreement for Limitation on Appraised Value
 Between Eden CISD and RES Cactus Flats Wind Energy, LLC
 (App No. 1136), November 28, 2016
 Exhibit 1 – Page 25

Texas Economic Development Act Agreement
 Comptroller Form 50-826 (Jan 2016)

EXHIBIT 2

DESCRIPTION OF LAND

All Qualified Property owned by the Applicant is located within the boundaries of both the Eden Consolidated Independent School District and the Concho County Reinvestment Zone, Cactus Flats No. 1, and is located in an area more particularly described and depicted in **EXHIBIT 1**.

EXHIBIT 3

APPLICANT'S QUALIFIED INVESTMENT

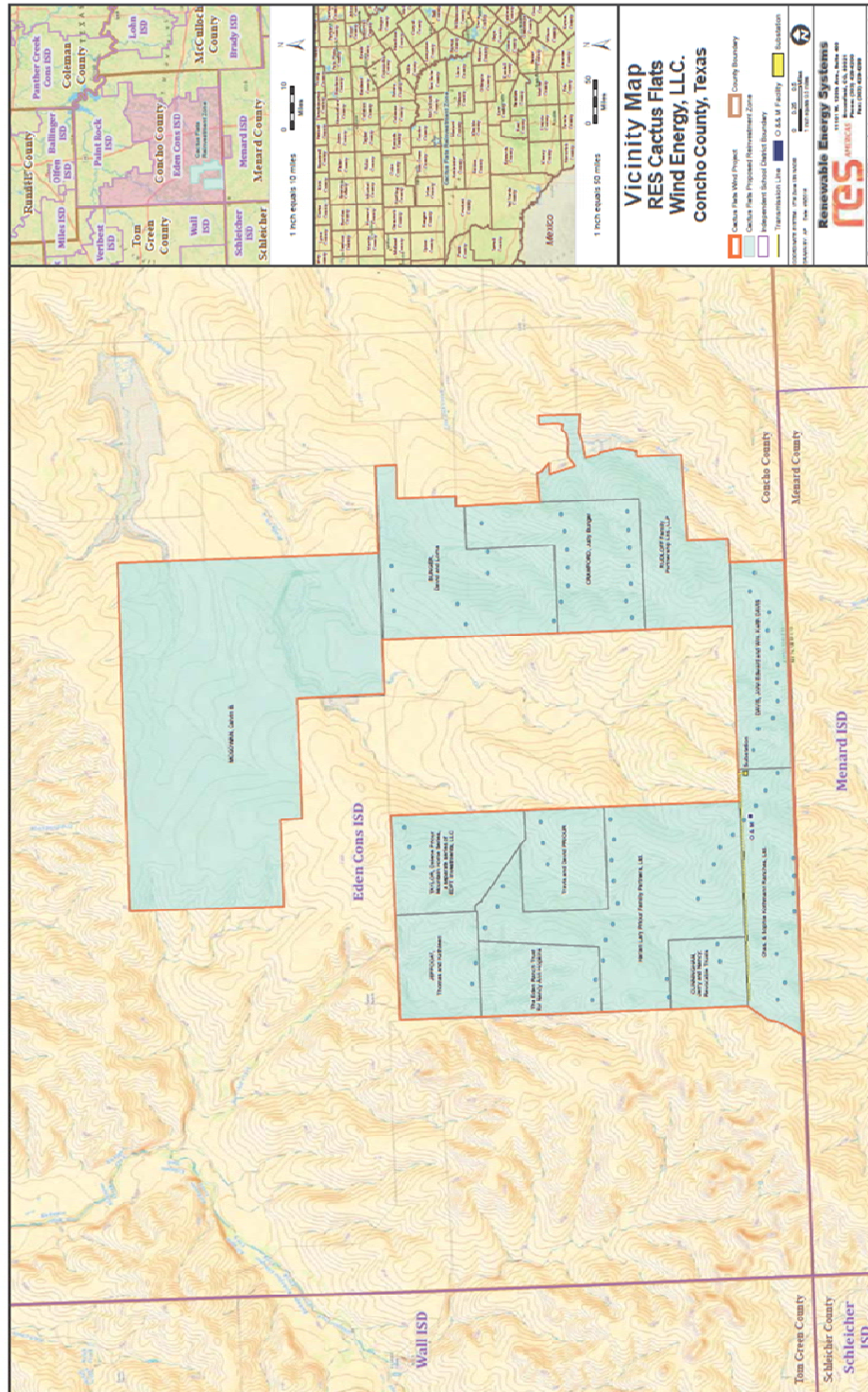
The Cactus Flats Wind Project ("Cactus Flats" or the "Project") is a proposed wind energy generation project located in Concho County, Texas. The Project is anticipated to consist of 43 to 75 wind turbines which when operational will be capable of generating up to 150 MW, depending on final turbine technology selection. Additional Project facilities will include a Project Operations and Maintenance Facility, a main project substation, and an approximate 2.5-mile transmission line to connect the project to the existing electrical grid.

The Project is situated in southwestern Concho County approximately 10 miles from the city of Eden. The Project area is comprised primarily of rangeland, utilized for grazing and hunting and is well suited for a wind farm. The project will be located on approximately 25,000 acres of private land which will be leased under a 30-year wind lease. The project is planned to be interconnected to AEP's 138kV system which intersects the southwest portion of the project area. A full suite of studies is underway to verify project viability including but not limited to environmental studies, cultural resource studies, biological studies, aviation studies, telecommunications studies and wind resource assessment studies and the Project is now in mid stages of development. The Project is anticipated to sell electricity into the Texas wholesale power market, and have an expected life exceeding 25 years. The project will include, but is not limited to, the following:

- Planned up to 150 MW-AC in size;
- Approximately 43 to 75 Wind Turbines;
- Underground Medium and high-voltage electric cabling;
- Project substation which will include a high-voltage transformer, switchgear, transmission equipment, telecommunications and SCADA equipment, among other things;
- High-voltage transmission line connecting the project to the grid (gen tie);
- Operations and maintenance (O&M) building including telecommunications and computing equipment, among other things;
- Meteorological equipment to measure weather conditions and wind speeds; and
- Associated equipment to safely operate, maintain and deliver electricity to the grid.

The map below shows the project area with the preliminary turbine, substation and transmission line locations.

MAP OF QUALIFIED INVESTMENT



Agreement for Limitation on Appraised Value
Between Eden CISD and RES Cactus Flats Wind Energy, LLC
(App No. 1136), November 28, 2016
Exhibit 3

*Texas Economic Development Act Agreement
Comptroller Form 50-826 (Jan 2016)*

EXHIBIT 4

DESCRIPTION AND LOCATION OF QUALIFIED PROPERTY

See **EXHIBIT 3**.

EXHIBIT 5

AGREEMENT SCHEDULE

	<u>Year of Agreement</u>	<u>Date of Appraisal</u>	<u>School Year</u>	<u>Tax Year</u>	<u>Summary Description</u>
Limitation Pre-Years	1	January 1, 2016	2016-17	2016	Limitation Pre-Year
	2	January 1, 2017	2017-18	2017	Limitation Pre-Year
Limitation Period (10 Years)	3	January 1, 2018	2018-19	2018	\$20 million appraisal limitation
	4	January 1, 2019	2019-20	2019	\$20 million appraisal limitation
	5	January 1, 2020	2020-21	2020	\$20 million appraisal limitation
	6	January 1, 2021	2021-22	2021	\$20 million appraisal limitation
	7	January 1, 2022	2022-23	2022	\$20 million appraisal limitation
	8	January 1, 2023	2023-24	2023	\$20 million appraisal limitation
	9	January 1, 2024	2024-25	2024	\$20 million appraisal limitation
	10	January 1, 2025	2025-26	2025	\$20 million appraisal limitation
	11	January 1, 2026	2026-27	2026	\$20 million appraisal limitation
	12	January 1, 2027	2027-28	2027	\$20 million appraisal limitation
Maintain a Viable Presence (5 Years)	13	January 1, 2028	2028-29	2028	No appraisal limitation; must maintain a viable presence
	14	January 1, 2029	2029-30	2029	No appraisal limitation; must maintain a viable presence
	15	January 1, 2030	2030-31	2030	No appraisal limitation; must maintain a viable presence
	16	January 1, 2031	2031-32	2031	No appraisal limitation; must maintain a viable presence
	17	January 1, 2032	2032-33	2032	No appraisal limitation; must maintain a viable presence

Agreement for Limitation on Appraised Value
 Between Eden Cisd and RES Cactus Flats Wind Energy, LLC
 (App No. 1136), November 28, 2016
 Exhibit 5

Texas Economic Development Act Agreement
Comptroller Form 50-826 (Jan 2016)